



NAVAJO COUNTY BOARD OF SUPERVISORS

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger
"We are Navajo County"

NOTICE OF PUBLIC HEARING AND AGENDA

Tuesday, September 10, 2024

**NAVAJO COUNTY GOVERNMENTAL COMPLEX
BOARD OF SUPERVISORS' CHAMBERS
100 EAST CODE TALKERS DRIVE
HOLBROOK, AZ 86025**

One or more supervisors may attend telephonically

Pursuant to A.R.S. §38-431.02(H), the public body will have physical access to the meeting place one (1) hour prior to the start of the meeting. The Board may vote to meet in a closed executive session to discuss certain matters and for legal advice on any item as indicated on the following agenda, pursuant to A.R.S. § 38-431.03(A)(3). Items on the agenda may be considered out of order at the Chairperson's discretion. A copy of the agenda background material provided to the Board, except items to be considered in the executive session, is available for public inspection at the Navajo County website, www.navajocountyaz.gov

WATCH THE MEETING LIVE AT: www.navajocountyaz.gov/660

All public comments will need to be made in person or in writing. Written comments will be received by the Clerk of the Board's office twenty-four (24) hours prior to the Board meeting, at melissa.buckley@navajocountyaz.gov. If further accommodation is needed, please contact the Clerk of the Board's office, at (928) 524-4053 twenty-four (24) hours prior to the Board Meeting, so accommodation can be arranged.

Persons with disabilities who need accommodation to attend or participate in the meeting may contact the Clerk of the Board's office at least forty-eight (48) hours prior to the meeting, so accommodation can be arranged.

9:00 a.m. Call To Order: Invocation and Pledge of Allegiance

1. **CONSENT AGENDA:** These items are considered to be routine or administrative in nature and will be approved in a single motion. A Board member may request for any item to be removed from the consent agenda and considered on the regular agenda:
 - a. Minutes: August 27, 2024 DRAFT BOS Meeting Minutes
 - b. Constable Reports: Holbrook Precinct #1, March, April, May, June, and July 2024; and Kayenta Precinct #4, May 2024
 - c. **Resolution Number 35-24**, canceling the November 5, 2024, election for the Northland Pioneer College District (CCD) and appointing or deeming positions vacant
 - d. Intergovernmental Agreement for AHCCCS enrollment suspension
 - e. Intergovernmental Agreement for AHCCCS inmate hospitalization
 - f. Appropriation of County Funds for FY2024-25 for the Cooperative Extension Program

- g. Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to A.R.S. §42-19118 and §42-18353
 - h. License Agreement between BNSF Railway Company and Navajo County for installing fiber optic infrastructure across railway property for our broadband project, and granting authority to Capital Projects Manager to sign any future documents necessary for this Agreement
 - i. Extend the Intergovernmental Agreement with Pinal County for online Economic/Workforce Modeling Tool Subscription Services to share the cost of access to the Lightcast Labor Market Information database
 - j. Energy Efficiency & Conversation Block Grant (EECBG) award in the amount of \$78,750 from the U.S. Department of Energy for window replacement of the County's historical courthouse building, and authorizing staff to sign grant agreement documents for implementation of the grant in compliance
2. **NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT:** Board of Directors Session:
- a. **CONSENT AGENDA:** The following item(s) are considered to be of a routine or administrative in nature and will be approved as a group unless a member of the Board wishes to discuss a particular item:
 - 1. Grant Amendment #1 for the Child Care Health Consultation Program, Contract Number GRA-STATE-24-1245-01-Y2, with First Things First for Fiscal Year 2025
3. **PUBLIC WORKS:**
- a. **NAVAJO COUNTY FLOOD CONTROL DISTRICT:** Board of Directors Session:
 - 1. **CONSENT AGENDA:** The following item(s) are considered to be of a routine or administrative in nature and will be approved as a group unless a member of the Board wishes to discuss a particular item:
 - a. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Professional Services Contract between the Navajo County Flood Control District and John Osgood to provide administrative coordination between Navajo County, the City of Winslow and the United States Army Corps of Engineers on next steps toward design and construction of the Little Colorado River at Winslow, Navajo County, AZ Flood Risk Management Project
4. **BOARD OF SUPERVISORS:**
- a. **PUBLIC HEARING:** Consideration of Application for Permanent Extension of Premises for AZTEX Coffee and Taproom, located in Overgaard, AZ
Presented By: Leah Thomas

- b. Consideration and approval of a proclamation declaring September 11 through September 14, 2024, as "Navajo County Fair Days".

Presented By: Supervisor Jason E. Whiting/Rusty DeSpain/Mina Henning

5. **ADMINISTRATIVE SERVICES:**

- a. Presentation to the Navajo County Finance Team for receiving the Certificate of Achievement for Excellence in Financial Reporting and an Award of Financial Report Achievement.

Presented By: Bryan Layton

6. **PLANNING & DEVELOPMENT SERVICES:**

- a. Presentation regarding the ongoing update to the Navajo County Comprehensive Plan, including upcoming dates and events as the update moves toward the hearing process.

Presented By: Cody Cooper

7. **COUNTY BUSINESS UPDATE:** Report from County Manager, County Attorney and Board members.

- 8. **CALL TO THE PUBLIC:** Individuals may address the Board on any relevant issue for up to 3 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

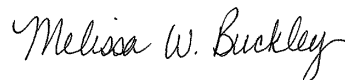
9. **ADJOURN**

- 10. **WORK SESSION:** Pursuant to ARS § 38-431.02 and ARS § 38-431(3), notice is hereby given to the members of the Navajo County Board of Supervisors and to the Public that a quorum of the Board of Supervisors may be present for a work session immediately following the Board of Supervisors Agenda in the Board Chambers where no official action will be taken. Items being presented during the work session will be Pavement Preservation, Integration of Building Permit Technology, Hearing Officer Update, and Information on Transportation Projects.

Dated: September 6, 2024

Posted: 11:10 a.m. By: MWB

NAVAJO COUNTY BOARD OF SUPERVISORS



Melissa W. Buckley - Clerk of the Board



Board of Supervisors Regular

1. a.

Meeting Date: 09/10/2024

Title: Draft Minues

Submitted By: Leah Thomas, Deputy Clerk of the Board of Supervisors

Department: Board of Supervisors

Motion before the Board:

Minutes: August 27, 2024 DRAFT BOS Meeting Minutes

Background:

Attachments

Draft 8.27.2024 Minutes

Form Review

Form Started By: Leah Thomas

Started On: 08/28/2024 09:44 AM

Final Approval Date: 08/28/2024

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, August 27, 2024

Present: Alberto Peshlakai, Supervisor District II; Jason Whiting, Chairman;
Dawnafe Whitesinger, Supervisor District V

Absent: Fern Benally, Vice-Chair; Daryl Seymore, Supervisor District IV

Staff Bryan Layton, County Manager; Brad Carlyon, County Attorney;
Attendance: Melissa Buckley, Clerk of the Board

9:01 a.m. Call To Order: Invocation and Pledge of Allegiance was led by **Supervisor Dawnafe Whitesinger**.

CONSENT AGENDA:

- a. *Minutes: August 7, 2024 Special BOS Meeting; August 12, 2024 Special BOS Meeting; August 13, 2024 BOS Regular Meeting*
- b. *Clerk of Superior Court Report: July 2024*
- c. *Constable Reports: Snowflake Precinct #3, July 2024; Kayenta Precinct #4, July 2024; Pinetop-Lakeside Precinct #6, July 2024*
- d. *Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, Pinetop-Lakeside Precinct #6, July 2024*
- e. *Sympathy letters: Pam Turley (Holbrook Justice Court) ; Angelica Estrada (Victim Services) Jesus Estrada (Sheriff's Department); John Turley (Sheriff's Department)*
- f. *Personnel Policy update to include the reporting process for reporting a complaint, policy 4.35*
- g. *Memorandum of Understanding between the Navajo County Attorney's Office/Victim Services and the Flagstaff Initiative Against Trafficking (FIAT) to establish Navajo County Attorney's Office/Victim Services as a member organization of the Flagstaff Initiative Against Trafficking and outline the activities to be undertaken by and between both parties to address sex and labor exploitation in Northern Arizona*
- h. *FY25 ACJC Victims' Compensation Grant #VC-25-010A for salary and ERE for administering the Victim Compensation program as well as provides benefits for victims of crime*
- i. *FY25 ACJC Victim Assistance Grant #VA-25-012A*
- j. *Amendment No. 2 to the Pavement Markings Contract #B22-06-028 extending the contract one (1) additional year (September 13, 2024 to September 12, 2025)*
- k. *Environmental forms for the Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project*
- l. *FY24 Equitable Sharing Agreement and Certification annual report*
- m. *Memorandum of Understanding between Navajo County and the Blue Knight Corporation for secure transport services*

- n. *Fiscal Year 2024 Fund Transfers*
- o. *Agreement with Chicanos Por La Causa to Extend Title 1 Program Management Contract*
- p. *Agreement with Chicanos Por La Causa to extend the One-Stop Operator Contract*
- q. *Tax exemptions filed pursuant to ARS §42-11153 as a Request for Redemption of Waiver*
- r. *Appointment of Randy Murph to a four-year term on the Navajo County Planning and Zoning Commission within his Supervisor District of residency, District II*
- s. *Professional Services contract with Painted Sky Engineering & Survey, LLC. for Survey and Roadway right-of-way on three parcels for Bourdon Ranch Road*
- t. *Amendment Number 3 to Wilson & Company Professional Services Contract for the Joseph City Pedestrian Improvements Project:*
Supervisor Whitesinger made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Peshlakai**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

Supervisor Whitesinger made a motion to enter into the Navajo County Public Health Services District Board of Directors Session, motion seconded by **Supervisor Peshlakai**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT: Board of Directors Session:

CONSENT AGENDA:

- 1. *Modification Number 1 MOD00002751 to the Data Use Agreement between the Arizona Board of Regents on behalf of Arizona State University and its Center for Violence Prevention and Community Safety and Navajo County Public Health Services District for a term of ten (10) years*
- 2. *Contract for provision of mental health screenings and evaluation services between NCPHSD and Bridgeway Health Solutions of Arizona, Inc. :*
Supervisor Peshlakai made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Whitesinger**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

Supervisor Whitesinger made a motion to leave the Navajo County Public Health Services District Board of Directors Session and enter into the Navajo County Jail District Board of Directors Session, motion seconded by **Supervisor Peshlakai**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

CONSENT AGENDA:

1. Award of contract #B24-05-007 Inmate Food Services to Trinity Services Group, Inc. effective November 4, 2024:

Supervisor Whitesinger made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Peshlakai**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

Supervisor Peshlakai made a motion to return to regular session, motion seconded by **Supervisor Whitesinger**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

EMPLOYEE RECOGNITION:

- a. *Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of August: **Jason Moore** (County Attorney); **Osman Ezrre** (Public Works); and **Allan Loen** (Public Works):*

Lea Peterson recognized the employees present for their excellence in personal performance far exceeding organization expectations for the month of August and presented them with a certificate of appreciation. A presentation was shown.

Supervisor Whitesinger thanked the employees for their kindness to those they serve.

Chairman Whiting spoke about the different attributes that each of the employees were recognized for. He shared his appreciation to the employees for showing up to make things happen and for being an example of what it should look like working at Navajo County. He thanked staff for the presentation that they put together.

The Board moved to item 5b.

BOARD OF SUPERVISORS:

- a. *Recognition of Leah Thomas, CMC, for earning the designation of Certified Municipal Clerk, awarded by the International Institute of Municipal Clerks (IIMC), Inc. :*

Melissa Buckley stated that IIMC awards the CMC designation exclusively to Clerks who fulfill the educational requirements and demonstrate substantial contributions to their local government, community and state. She recognized Ms. Thomas on achieving the Certified Municipal Clerk Designation through ASU and the International Institute of Municipal Clerks, which included sixty hours of educational coursework and fifty hours in practical experience. She stated that Ms. Thomas serves as the Vice-President of the Arizona County Clerk's Association and remains an invaluable asset to the team. She congratulated her on her achievement.

Supervisor Whitesinger thanked Ms. Thomas for committing herself to all of the work and taking the courses on top of her job duties, taking care of her family and other responsibilities. She stated that they are grateful to her for the time that was invested. She indicated that she is an asset, that she has served the Board and Navajo County.

Supervisor Peshlakai congratulated her, indicating that it is inspiring to see her elevate herself within the capacity of the Clerk of the Board by providing assistance to the team and the county. He stated that she is proactive in getting what needs to be done in a timely manner.

Chairman Whiting stated that they appreciate Ms. Thomas and that she does a great job. He stated that she is always looking to serve and help others with a smile. He recognized her willingness to grow and for looking for opportunities to bring outside training and information to help elevate in different ways.

The Board moved to item 5c.

b. *Presentation to Pam Searls on her retirement after over 31 years of public service to Navajo County and its residents:*

Eric Scott recognized Pam Searles on her retirement after thirty-one years of public service to the residents of Navajo County. He stated that Ms. Searles has done a fantastic job, that she will be missed and wished her the best in her retirement.

LuAnn Garbini stated that Ms. Searles will be greatly missed. She indicated that she supervised the Court Enforcement team, that she has been an example to all court employees, that she exhibits integrity in everything she does, and that she is always accountable for her work. She stated that she has trained countless employees and that the knowledge and example that she has shown to the employees will continue through them for the county.

Pam Searles stated that working for the courts is never boring and that she has stayed in the same department her whole career due to the wonderful people she worked with. She indicated that she was able to work in all of the courts and was able to get to know all of the judges and their staff. She stated that the best thing about working for the county was the people she worked with.

Supervisor Whitesinger congratulated Ms. Searles on her dedication to the organization. She stated that she is an example to us all and that she has a heart for service. She spoke about all of the people that she has made a difference to over her thirty-one years of service. She thanked her for her dedication.

The Board returned to item 5a.

c. *Presentation of the activities of the County Supervisors Association for FY2023-2024, including a discussion of the recent legislative session:*

President Stephen Miller, Pinal County Supervisor, stated that it has been an honor to serve as President for the County Supervisors Association this year and thanked the Board of Supervisors for participating in CSA, indicating that it is a wonderful organization. He thanked **Chairman Whiting** for participating in the Legislative Policy Committee, stating that

he has learned a lot from him. He reminded the Board that Pinal County is sponsoring the County Supervisor's Legislative Policy October 7-9, 2024.

A presentation was shown. Craig Sullivan stated that the County Supervisors Association is a collaboration of the fifteen counties and that they do non-partisan research and policy work to support decision making at the federal, state and local levels. He indicated that the counties created CSA to centralize the work, which every county benefits from and that they support the Boards work in supporting their constituents. He stated that the CSA Board is all sixty-one Supervisors in the state and that they are grateful for the engagement of the Navajo County Board. He shared his appreciation to **Chairman Whiting** for the serving on the Executive Board for six years, as well as the work he has done on the Legislative Policy Committee. He stated that they use their forum to communicate information and build collaboration among the counties, indicating that last year they had speakers, policy professionals and elected officials talk about issues and share information. He further stated that he sits on the Governor's Water Policy Council and the PSPRS Advisory Council, that they have appointees to the Criminal Justice Commission, Commission on Technology and the Commerce Authority and that this year they have been engaged in Broadband. He spoke about the affiliate groups, which include the Managers Group, the Planners and Finance Directors. He shared his appreciation to Bryan Layton and Rochelle Lacapa for their engagement and the information that they provide. He stated that the partner with their sister organization, the Arizona Association of Counties, which creates a nice partnership. He spoke about their County Data Initiative, which is data and analytic function that has approximately four million data points now and that it continues to grow and that they are currently building it out to include county budgetary data, as well as court related data. Proud of the collaboration with the Universities to support decision making. He spoke about the strategic initiatives, indicating that they have secured \$1.4 million in grants from the Arizona Board of Regents to do university-based research into key county activities, that they have supposed and provided project management work for a grant related to public safety recruitment and retention, and that they have partnered with the Arizona Sheriff's Association to work on a similar study for detention officers. He indicated that they also have a study related to procurement which will look at efficiencies and best practices across counties and improve that function. He spoke about the information kits that they are building out to inform key policy areas, indicating that the Expenditure Limit Resource Guide was released over the last year and that they will continue to build out kits like this in other areas that are relevant in the next year. He spoke about the work that has been done on stabilizing the Public Safety Pension System and the Corrections, indicating that seven years ago they set a strategic initiative to get control of this and save taxpayers money, noting that they have come along way, secured resources from the state, improved decision making at the PRPRS Board of Trustees and worked on strategies within the county to pay down the debt. He thanked the Board for their collaborative efforts with the other counties. He spoke about how they have been working on broadband, noting that for several years they

have been asking the Legislature for leadership, asking for grant programs and working with NACo to support federal resources. He stated that they are on the Governor's Intergovernmental Work Group related to broadband and that they are working with county management to support local needs. He provided an update on the post Legislative session, indicating that there were a lot of bills of concern, that the Governor largely vetoed bills that were partisan, which led to more referrals to the ballot by the majority of the Legislature. He stated that they focused a lot on the budget, working with Supervisors across the state to communicate to lawmakers not to shift costs to the county taxpayers. He spoke about the budget, stating that they did maintain a rainy-day fund of approximately \$1.5 billion. He indicated that the Water Infrastructure Finance Authority lost a lot of resources, that the Opioid Settlement monies didn't touch the County allocation but that it did touch the State and that some counties had been securing grants out of it and that many agencies saw across the board cuts. He spoke about some key concerns, including not being able to solve the issue of providing ongoing funding for State funded Probation Officers, noting that the Governor's office did say they will provide approximately \$10 million in the current fiscal year but that leaves the issue for next fiscal year and that they need to find a path where the state will pick up it's commitment. He stated that they did see an increase in court related costs, which relates to the Superior and Justice Court Judge salaries, and that they will be asking for funding from the Governor's Office to assist with this. He spoke of the items protected in the budget, including Indigent Defense Funding, Juvenile Dependency Funding, EORP Relief and In-Lieu Lottery. He stated that their team does what is called reactive advocacy, where they work in stakeholder groups and deal with bills that are in the process and being brought forth. He spoke about some of the bills that were passed, including policy changes to the Arizona Criminal Justice Commission and working on solutions related to the automatic recount. He spoke about the end of session reports that they put out, noting that the effective date of new laws is September 14, 2024. He stated that they are in the process of preparing for next session and invited the Board to the Policy Summit.

Supervisor Whitesinger thanked President Miller and Mr. Sullivan for presenting. She stated that the work that CSA does is important for the counties and that she is grateful for work. She spoke about some of the things that impact the counties, including the budget and policies that are being used and indicated that CSA helps pay attention to those and advocates working with the lawmakers to help them understand how it impacts the counties, especially in the rural areas. She thanked Rochelle Lacapa and Bryan Layton for the work that they do and for keeping the Board informed. She thanked **Chairman Whiting** for all the work that he has done on the legislative level.

Chairman Whiting recognized President Miller, indicating that he is a great leader and that he appreciates work he has done. He thanked Mr. Sullivan and his team, stating that they are well respected around state and nation because of the work they do, that they are an asset to all of the counties, and that they help to engage in conversations in a more professional way. He talked about the library that CSA has put together and how it helps them to be able to make more sound decisions. He

presented Mr. Sullivan and President Miller with a gift of appreciation.

Supervisor Whitesinger made a motion to enter into the Board of Equalization, motion seconded by **Supervisor Peshlakai**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

BOARD OF EQUALIZATION:

- a. **9:30 a.m. Discussion and action regarding Petition for Review of Real Property Valuation of APN 210-36-028W (Brad Beaubien); Swearing in of Assessor, Appraisers and Petitioners :**

Cammy Darris, Assessor; Jana Richards, Appraiser, and Brad Beaubien, Petitioner were sworn in by Melissa Buckley, Clerk of the Board.

Brad Beaubien spoke about the property indicating that it is very slopped and in order to build it will cost a lot more than it would on the comparable properties, due to those properties having a lot of flat land. He indicated that they are building and spoke about the price difference for the stem wall due to the land. He stated that they would like to have land reduced so that the value won't be higher than normal, since it will increase once they build.

Jana Richards stated that this is a 4.4-acre parcel outside the city limit boundary of Show Low and that the value was determined using market sales comparable of similar properties with like characteristics. Petitioner provided sales of properties. She indicated that the comparable properties that petitioner provided were in different areas, with different market values and were not comparable to the subject property. She stated that the sales supplied by the Assessor's Office were in the same market area with similar characteristics and that the sales range in size from 1.5 to 9 acres. She spoke about the range for the price per acre in the area. She stated that they did an onsite visit of the property and spoke about the construction that has taken place. She indicated that based on supplied information, the Assessor's Office is unable to find reasoning to reduce the 2025 land value, since the sales in the same market area support the valuation.

Mr. Beaubien stated that the nine-acre parcel that was used as a comparable has acres of flat land and a view across bluff, that it's a better piece of property, and that the other two properties are small and flat. He indicated that they have started building but that it shouldn't mean that they can't compare it. He stated that they feel if it were reduced to \$90 thousand when the home is completed the value would be where it should be. He spoke about the price per acre and the increased cost for building.

Ms. Richards answered questions of the Board regarding the similarities in the comparable properties.

Mr. Beaubien spoke about the differences with the comparable properties.

Chairman Whiting spoke about keeping everything fair and equitable for all citizens. He indicated that he agrees that the comparable properties need to be in the same market. He reviewed the information that was provided, noting that the value of lots don't change due to the location being ideal, that it would be a choice of the buyer. He stated that the comparable properties make sense, that he appreciates the petitioners

position, and that the County has already is already showing a lesser price that the property that is next to it.

Supervisor Whitesinger made a motion to follow the recommendation of the County Assessor's Office, motion seconded by **Supervisor Peshlakai**. Motion passed 3-0, with **Vice-Chair Benally and Supervisor Seymore** being absent.

Supervisor Seymore present virtually 10:07 a.m.

- b. **9:45 a.m. Discussion and action regarding Petition for Review of Real Property Valuation of APN 309-38-011 (Glauser Investments LLC c/o Circle K); Swearing in of Assessor, Appraisers and Petitioners :** Melissa Buckley, Clerk of the Board, indicated that neither the Petitioner nor their representative is present. Cammy Darris, Assessor, previously sworn, stated that this property is a convenience store, Circle K, in the Show Low area, and that it is a 3,549-foot building on 1.18 acres, which includes a parking lot. She indicated that the valuation was determined by using Marshall Swift, which is a cost system, noting that the building is currently valued at \$359,443, which is approximately \$101 per square foot. She stated that the parking lot and canopy are valued at \$38,422, which is over 30,000 square foot of parking and over 5,300 square foot canopy. She stated that the basis for the appeal was on cost. She spoke about the cost comparisons that were used, noting that the biggest differences in cost was that the Assessor's used the Department of Revenue depreciation instead of Marshall Swift and that the petitioners did not put a cost in for the canopy, asphalt or site improvements. She stated that the Assessors Office show the cost of the building to be \$739,000 and that based on the Department of Revenue, they put at building at market value. She spoke about comparisons for retail facilities in the Show Low and Wagon Wheel area, noting that in order to bring the costs up they added a seventeen percent market factor, due to running about seventy-two percent of what they are selling for. She stated that with the market factor and the land added in, they show the value at 967,993 with a limited value of 862,309. She indicated that they did make a few adjustments, noting that she is look at all the convenience stores and did take out some components that were not being assessed on other stores to be equitable. Ms. Darris stated that she emailed the packet to the petitioner this morning.

Chairman Whiting thanked Ms. Darris for making the additional adjustments to keep things fair across the board.

Supervisor Peshlakai made a motion to uphold the Assessor's recommendation, motion seconded by **Supervisor Seymore**. Motion passed 4-0, with **Vice-Chair Benally** being absent.

- c. **10:00 a.m.** Discussion and action regarding Petition for Review of Real Property Valuation of APN 212-03-001X (Menhennet Family Partnership/Circle K); Swearing in of Assessor, Appraisers and Petitioners: Cammy Darris, Assessor, previously sworn, stated that this agent on this item is the same as the previous item. She indicated that this property is a Circle K in the Wagon Wheel areas, that it is a newer build, that it has a 1,283 square foot car wash and sits on 1.82 acres with a parking lot. She stated that the valuation was determined using Marshall Swift and that the building is currently \$1,086,319 or \$179 per square foot, and that the parking area and canopy are valued at \$1,273,541 which includes over 135,000 square foot parking area and over 6,500-foot canopy. She stated that the Petitioners basis is the cost, which only included the building. She stated that they did add in the seventeen percent market factor for the area and that the Department of Revenue has a requirement for an adjustment for walk-in coolers, noting that they should have received a nine percent reduction. She requested that the value be adjusted to \$2,482,982 with a limited value of \$1,686,641.

Supervisor Whitesinger made a motion to approve the Assessor's recommendation, motion seconded by **Supervisor Seymore** Motion passed 4-0, with **Vice-Chair Benally** being absent.

Supervisor Whitesinger made a motion to return to regular session, motion seconded by **Supervisor Peshlakai**. Motion passed 4-0, with **Vice-Chair Benally** being absent.

SHERIFF'S OFFICE:

- a. *Presentation of the Navajo County Sheriff's Office Coordinated Re-Entry Services program:*
Sheriff David Clouse stated that they are going to do a presentation on the Re-Entry program that the Sheriff's Office and the Criminal Justice Committee have been working on, noting that they have been working on this for approximately three to four years, but that it has progressed quickly over the past 12-18 months with help of grants that were received. He talked about the individuals who has been working on the program. A presentation was shown.
Deputy Chief Garcia stated have been working on for several years, noting that the issues with substance abuse disorder and opioids have increased and as law enforcement they wanted to see what they could do to make a difference. He indicated they were looking at finding ways to create programs to intercept those with disorders coming into the jail. He talked about the intercept model that they are using, noting that they want to make the biggest impact from when they go into custody through the transition back into the community. He spoke why it is important to have the program, noting that approximately sixty percent of the jail population have a substance abuse disorder compared to those within the community which is approximately five percent. He spoke about the numbers for the overdoses and those that have died over the past two years specific to Navajo County, noting that any death is significant from a public safety setting. He reviewed the steps of the model from the initial booking

process through release and what is included in each level. He spoke of the partnerships that they have cultivated and the funding that they have secured through grants. He indicated that the program is its own division in the jail that is solely focused on successful re-entry or coordinated re-entry services to provide successful re-entry back into the community. He talked about the vision and what the greatest need is moving forward, including staffing, funding and a building for the program. He spoke about how to make it more successful for the individuals by creating more peers and mentors, having a better database to track, enhancing support and diversionary programs and promoting connections to treatment while the individuals are in custody. He stated that housing is the biggest deficient for those that are moving out of the program and back into the community.

Supervisor Whitesinger shared her appreciation for the collective work for the program to support those who are incarcerated. She spoke about how everyone that supports the individuals want them to be successful. She thanked **Supervisor Seymore** for work that he has done with the committee and all of those involved, noting that it is important work. She stated that we need to make sure they have the right support system when going through the program.

Supervisor Seymore thanked the Sheriff's Office and all of those that are involved with the committee, indicating that it is very needed in our communities. He shared his appreciation to all those coming together, indicating that if they are proactive hopefully, they can make a difference to those that have been in a bad situation.

Chairman Whiting thanked those that have been involved, and shared his appreciation to those that are looking at the big picture to find solutions for the problem.

Sheriff Clouse indicated there is an entire team behind this. He indicated that they have been talking about programs in the jail a few years and that they have visited different jails that had the re-entry program. He stated that the Criminal Justice system is there for accountability, that the program is not meant for those trafficking, but that this is for the bookings that have lower-level reoffenders with addiction. He indicated that they have found it is a chemical makeup from drugs so that they are not seeing the accountability. He talked about how the program helps to make them better citizens. He thanked the board for allowing them to do presentation and for their commitment when entering into the agreements.

ADMINISTRATIVE SERVICES:

- a. *Consideration of award of Contract No. B24-02-008 for the Pinedale Elementary School Restoration Project to American Commercial Contracting and to authorize change order authority to the County Manager for 10% of the contract amount, and authorize the County Manager to execute the necessary documents :*

Grant Evans stated that this is a contract for restoration project at the Pinedale Elementary School. He indicated that the building is county owned, that it was designed in 1939 and completed in 1942, that it was operated as a school for the local community until the early 2000's. He

stated that the structure is experiencing some decay and aging and that this project would be to restore that. He stated that the building was historically registered on the Nation Register of Historic Buildings in 2002, noting that it is culturally significant to the community, and that they still use it as their Community Center for social gatherings, fundraiser, and other activities. He stated that they were successful in obtaining a grant from the Arizona State Parks Board for historic preservation projects. He indicated that the project has been broken into two phases, that this portion of the project is the first phase and that they will pursue the grant again for the second phase. He stated that this phase will be for replacing the roof on the building, repairing some structural elements of the roof that are rotting and decaying, removing two contemporary porches and restoring the building to its original form. He stated that there is also a lot of water damage and water seeping into the building due to poor grading and drainage and sidewalks built above the stem wall, so they are going to fix the drainage issue in this phase and reconstruct ADA accessible pathways. He indicated that they received one bid for the project, that it is a local Navajo County contractor and that the bid was close to the architect's estimate for the project. He stated that staff recommends approval.

Supervisor Seymore shared his appreciation for the work done on this, noting that it will be a great asset to the community.

Supervisor Seymore made a motion to approve Contract No. B24-02-008 for the Pinedale Elementary School Restoration Project to American Commercial Contracting and to authorize change order authority to the County Manager for 10% of the contract amount, and authorize the County Manager to execute the necessary documents, motion seconded by **Supervisor Whitesinger**. Motion passed 4-0, with **Vice-Chair Benally** being absent.

- b. *Consideration of award of Contract for the Clay Springs Community Center Roof Replacement to Mountain Roof Repairs, LLC and to authorize change order authority to the County Manager for 10% of the contract amount, and authorize the County Manager to execute the necessary documents :*

Grant Evans stated that this is a roof replace project for the Clay Springs Community Center, which is an aging facility that used to be a school and is now used as a Community Center for all the community social gatherings. He stated that was approved through the CBDG funding and will be funded entirely through that grant. He indicated that the project is timely and that the existing asphalt shingle roof will be replaced with a standing seam metal roof. He stated that they received 3 bids on the project, that the low bid is below the allocated CBDG amount that was allocated and that the remaining funds will be retained for contingency or possible changes on the project throughout construction. He stated that staff recommends approval.

Chairman Whiting thanked Ms. Evans for the work on this project, noting that it is important for the citizens in the area, those who grew up there and

the next generations. He stated that the community members are very appreciative of the county and for the partnership.

Supervisor Whitesinger made a motion to approve award of Contract for the Clay Springs Community Center Roof Replacement to Mountain Roof Repairs, LLC and to authorize change order authority to the County Manager for 10% of the contract amount, and authorize the County Manager to execute the necessary documents, motion seconded by **Supervisor Peshlakai**. Motion passed 4-0, with **Vice-Chair Benally** being absent.

PLANNING & DEVELOPMENT SERVICES:

- a. **PUBLIC HEARING:** *Consideration and adoption of Resolution Number 35-2024 approving/denying a Master Development Plan Amendment for an approved, approximately 80-unit, single family residential subdivision to be amended to allow for 49 single family lots, 74 townhome units, and changes to the roadways as well as open spaces in the Starlight Ridge Estates Special Development within the Wagon Wheel area:*

Tyler Richards stated that this is a master development plan for the Starlight Ridge Estates. He spoke about the area for the project and provided a summary of the project, indicating that there are five parcels and approximately fifty-three acres, and that it is zoned special development. He noted that they are requesting to amend from a maximum of 80 single family home units to 49 single family lots with 74 townhome units. He stated that the project would be developed in two phases. He spoke about the site plan, with the amendment, noting that there are access points to the north, two along Wagon Wheel Lane and a southern connection point that will be required to be paved and connected to Wagon Wheel. He talked about the setbacks for lots. He stated that the Planning and Development staff, as well as the Planning and Zoning Commission recommend approval, subject to eleven conditions, including having different studies, such as a traffic impact analysis, master drainage plan, and flood plain study done, which they are required to submit for approval before getting to the tentative plat and any required improvements as a result of the studies will be required to be constructed or financially assured before they can develop.

Chairman Whiting opened the meeting for public comments.

Ronald Millnet, Wagon Wheel, spoke about concerns with the plans and the traffic. He inquired if there has been approval from the White Mountain Apache Tribe.

Mr. Richards stated that they will have to get permission before moving forward as one of conditions.

James Gerrard, Wagon Wheel, spoke about concerns with the roads in the area with the additional homes being added, noting that it will overcrowd the roads, noting that a lot of people walk on those roads. He stated that it will be a problem with the additional homes.

Maria Gerrard, Wagon Wheel, spoke about how the road will be changed. She shared her concerns regarding everyone getting out of the area if there were an emergency. She stated that they also use that road to get

to the traffic light. She spoke about the issue with the congestion on the road during holiday weekends currently, indicating that there will be too many people. She stated that they need to have a good plan for emergency situations.

There being no additional comments, the public meeting was closed.

Mr. Richards indicated that the road concerns are included in the additional requirements and will have to be complied with prior to being able to move forward.

Supervisor Whitesinger inquired about public safety and inquired if there is a map.

Mr. Richards spoke about the road included in the site plan that they will be required to have paved.

Mr. Richards and Cody Cooper answered questions of the Board regarding the roads, traffic and the water services for the area.

Supervisor Seymore stated that he would like to have a performance bond for the improvements and the roadway, noting that the masterplan showed 80 units, and that they are now looking at closer to 123 unit. He indicated that he would like to see provisions on the quality of materials for the exterior of the buildings. He spoke about having CC&R conditions to be explored. He shared his appreciation to staff for the work done on this.

Supervisor Whitesinger spoke about the increase in dwellings and the concern of the property owners in the surrounding areas. She spoke of the importance for having business owners to come to the area and be able to develop but indicated that we have to be good neighbors. She inquired how that account for ensuring that the applicant has met all the requirements and requested that the information be presented back to the Planning and Zoning Commission prior to the applicant coming back before the Board. She inquired how to proceed without denying the motion.

Brad Carlyon, County Attorney, suggested that the item be tabled.

A discussion was held regarding if conditions can be placed on a tabled item.

Mr. Carlyon indicated that a motion to table doesn't have conditions added to it, but that the Board can speak to staff regarding the concerns.

Supervisor Whitesinger made a motion to table this item.

Mr. Ellsworth, Engineer with Painted Sky Engineering addressed the Board regarding the site plan and the well serve.

Doug Brimhall, with Painted Sky Engineering, addressed the Board regarding the project, indicating that the original site plan had over 200 units and that after speaking with staff they brought the number down. He stated that there is a lot of open space in the layout and the surrounding town home units. He stated that they have reached out regarding the drainage and other things, but that they didn't have chance to response to concerns previously due to no public coming to Planning & Zoning Meeting.

Chairman Whiting tabled this item.

Supervisor Whitesinger shared her appreciation to the Engineers for the information they shared and for trying to be good neighbors.

PUBLIC WORKS:

- a. *Consideration of an Intergovernmental Agreement between Navajo County and the Town of Pinetop-Lakeside to allow for a loan in the amount of \$610,000 for the construction of a portion of Porter Mountain Road, to be reimbursed back to Navajo county no later than March 31, 2025 :*

William Flake stated that the Town of Pinetop-Lakeside have a construction project on Porter Mountain Road which affects the school in that area, that they had anticipated to use funds that they had been awarded, but that the funding is going to be awarded later than anticipated. He indicated that the they have requested funds not to exceed \$610,000 and that in the IGA it is agreed that the funds will be paid back by March 2025, which is in same fiscal year the money is being provided to them. He stated that staff recommends approval.

Supervisor Whitesinger thanked the staff from Pinetop-Lakeside for being present. She stated that this project has been ongoing, that the needs were there, and that the families/students safety was being impacted. She indicated that she thinks of the project as the Porter Mountain Road Safety Corridor project. She talked about Navajo County being able to vet and reach out to the legislatures and other to get funding and to advocate for the project. She stated that the project is important to community, that it is a great enhancement and that families will feel safer when it's completed. She thanked those who have worked on project.

Supervisor Whitesinger made a motion to approve an Intergovernmental Agreement between Navajo County and the Town of Pinetop-Lakeside to allow for a loan in the amount of \$610,000 for the construction of a portion of Porter Mountain Road, to be reimbursed back to Navajo county no later than March 31, 2025, motion seconded by **Supervisor Peshlakai**. Motion passed 4-0, with **Vice-Chair Benally** being absent.

COUNTY BUSINESS UPDATE: *Report from County Manager, County Attorney and Board members :*

Bryan Layton stated that last week the Supreme Court issued a partial ruling that could impact some voters registering in Arizona to vote in Arizona. He indicated that they have received direction from the State and the County Attorney's Office and that staff is working on implementation regarding how to communicate it to the residents. He stated that a couple of weeks after the last election staff was made aware of questions and concerns regarding the election and that they are in the process of interviewing poll workers to try and understand what happened at those polling locations. He indicated that the types of questions they are looking into typically are handled at the polls on election day, noting that it's a little problematic going back in time but that they are doing their best to see what happened. He stated that they will report back to the Board with what they find.

Supervisor Seymore shared his appreciation to staff for the preparation of the Board Meeting. He spoke about the upcoming Navajo County Fair, noting that the Fair Board and volunteers work diligently to put on a fantastic fair and encouraged all to attend and participate in the fair.

Supervisor Whitesinger stated that the White Mountain Apache Tribe Fair and

Rodeo is this weekend and invited everyone to attend. She indicated that she is grateful for Navajo County's partnership in the special needs rodeo. She stated that they will have their parade on Saturday at 9:00 a.m. and talked about the night performance were the Tribal communities, Aztec dancers and community members go to participate.

CALL TO THE PUBLIC:

Lisa Vincenti stated that she moved to the area to have a healthier life. She indicated that she would like to get an item on the agenda for the Papermill Windfarm, but that she is confused with how to do that. She stated that there are several different aspects that they would like to have a discussion on. She indicated that she doesn't understand why the windmills need to be close to residents. She spoke about the comments made on a previous item about being a good neighbor. She stated that if this goes through, she will be surrounded by windmills and spoke about blinking lights on a previous site that was built, even though they were told it there wouldn't be any. She spoke about her health issues and wanting to live a good life and not be scared with the windmills coming in. She stated that the windmills will not provide any support to the on grid constituents that live in Navajo County. She indicated that Logan Smith is overseeing the Comprehensive Plan and also doing surveying for Blue Earth.

Nancy Walsh, with the Navajo County Coalition, stated that they are reaching out to the public to have the windfarm ordinance revisited, indicating that they understand that renewable energy is important, that it isn't a fight against renewable energy but more for a way of life. She stated that the rural communities are important, that they bring in tourism, that they thrive off tourism but that the windfarms not attractive and that they impose health threats, cause impacts to wildlife, and also impacts to humans. She requested that the ordinance be revisited, and that new technology be used. She indicated that Blue Earth is a member of Real AZ and spoke about all the foreign companies that are coming in. She stated that they want more local input on the ordinance and to just be kind to our neighbors. She stated that she has lived in the southwest her whole life, that one of the big draws is the open spaces and clean air, and that they would like to preserve that in any way they can. She stated that the windfarms only produce 1% of energy. She indicated that there are a lot of health concerns, that they don't know how they will be affected by the technology. She requested that the ordinance be revisited, that they be able to get on agenda and that we be kinder to our neighbors.

Belinda Quog, Show Low, spoke about preserving election records for twenty-two months, noting that USPS is an officer of elections and therefore mandated to maintain all records for mail-in ballots passing through the facility. She indicated that the Postal Services has not always complied with the election and political mail policies and procedures and that half of the post offices in Navajo County were not maintaining the records. She stated that main bins of ballots were delivered without chain of custody paperwork or ballots counted upon receipt, noting that it makes USPS an unreliable ballot delivery service. She stated that USPS is a federally funded agency that in under the authority of the U.S. President and should not serve in the capacity of a poll worker or election middleman. She indicated that the public can't be confident in the chain of custody for mail-in ballots, that there is a greater chance of fraud and that it was evidence by the sixty plus people turned away at the Primary Election in Pinon due to being told they had already voted and that there were significant numbers of voters at other polling

locations being turned away. She stated that the response was that they could vote provisionally but that the line for that was an hour and a half process, which resulted in disenfranchised voters. She stated in order to increase the speed of provisional voting, they should vote at the precinct level with only one ballot style and while voting in person on Election Day a hand count can be done.

Steve Carvajal, stated that the Board is elected by the people to serve their district and that the county serves the people who elect them, noting that there has not been a single dissenting vote with the last two hundred agenda items. He indicated that in a county this size, with so many diverse economics and social and cultural differences, there has not been a single disagreement. He stated that they are not representing the people. He spoke about the windmills, noting that people live in this area because it's beautiful and a wonderful place to live and inquired if they want to be the individuals who preserve the way of life or the ones that destroyed it.

Donna Shurwin, request that a debriefing election committee, which consisted of election officials, county staff and the Board of Supervisors, be created. She spoke about the poll workers being interviewed and indicated that she is disappointed that nobody has called the county to report the issues. She talked about having a survey for poll workers sent out so they can have an opportunity to submit something in writing, noting that those working are most critical to hear from. She stated that it would be a good way for gathering information for a debriefing, is a debriefing committee was created.

Roger Gorres, Heber-Overgaard, spoke about the Commissioners Meeting that was held at a county in South Dakota regarding the primary election, noting that 13,000 ballots were compromised for 560 races and initiatives and included 132 ballots previously rejected by the ES&S tabulator. He stated that due to voter intent as required by law not being read, the auditor choose to save the ballots images and despite controversy she looked at the differences between the tabulator and a hand count. He indicated that fifty volunteers completed the one-day audit with half of them trained the day of the audit and that the audit ended up with a new official count. He spoke about the cost for the volunteers, indicating that most volunteers signed a waiver for payment. He spoke of the estimated cost for doing a hand count for 92,000 ballots. He stated that the tabulator recount took almost as long as the hand count and addressed the costs for running the tabulator machine. He stated that we have the capability of doing a hand count and that it's a good way to build transparency. **Chairman Whiting** read the closing statement for Call to the Public.

ADJOURN: 11:37 a.m. meeting adjourned.

APPROVED:

DATED: September 10, 2024

**Jason Whiting, Chairman
Navajo County Board of Supervisors**

ATTEST:

**Melissa W. Buckley, Clerk
Navajo County Board of Supervisors**

DRAFT



Board of Supervisors Regular

1. c.

Meeting Date: 09/10/2024

Title: Cancel and Appoint CCD for the Nov. 5, 2024 election

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Resolution Number 35-24, canceling the November 5, 2024, election for the Northland Pioneer College District (CCD) and appointing or deeming positions vacant

Background:

15-1442. Nominating petitions; election; returns; results; certificate of election; statement of contributions and expenditures

C. If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a community college board office, the county school superintendent not earlier than one hundred five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for a candidate or for a write-in candidate for an election to fill a community college board office, the county board of supervisors not earlier than one hundred five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-1441. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

Attachments

CCD C&A 9-10-24

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	08/20/2024 01:01 PM
Elections Director	Rayleen Richards	08/23/2024 01:48 PM
Form Started By: Rayleen Richards		Started On: 08/20/2024 08:34 AM
Final Approval Date: 08/23/2024		



RESOLUTION NO _____ - 24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS, CANCELLING THE ELECTION FOR THE COMMUNITY COLLEGE DISTRICT BOARD MEMBER POSITIONS AND APPOINTING THE CANDIDATE(S) OR DEEMING THE POSITION VACANT, PURSUANT TO ARS § 15-1442 (C)

WHEREAS, ARS § 15-1442 (C) provides as follows with respect to Community College District Board positions:

“If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a community college board office, the county school superintendent not earlier than one hundred five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for a candidate or for a write-in candidate for an election to fill a community college board office, the county board of supervisors not earlier than one hundred five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-1441. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.”

and

WHEREAS, A.R.S. § 15-1442 (C) authorizes the Board to take such action no earlier than one hundred five (105) days before the election, and it is now less than one hundred five (105) days before the November 5, 2024 General Election at which the Community College District Board will be elected;

and

WHEREAS, the officer in charge of elections, has certified that the number of persons who filed nominating petitions to fill the Community College District Board Member - District #2 & #3 positions is less than or equal to the number of positions available, attached hereto and incorporated herein as “Exhibit A”;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors as follows:

That the elections for the Community College District Board positions, attached hereto and incorporated herein as "Exhibit A", are hereby cancelled and deemed elected or deemed vacant by the Navajo County Board of Supervisors.

That individuals listed as having filed nominating petitions for the Community College District Board Member - District #2 and District #3 positions attached hereto and incorporated herein as "Exhibit A", are hereby appointed to the positions of Community College District Board by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on September 10, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting
Chairman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

NPC Community College District Board Member - District #2

(1 Position Available)

Rosie Sekayumtewa

4-year term

NPC Community College District Board Member - District #3

(1 Position Available)

Frank A. Lucero

6-year term

**Board of Supervisors Regular****1. d.****Meeting Date:** 09/10/2024**Title:** Intergovernmental Agreement for AHCCCS Enrollment Suspension**Submitted For:** David Clouse, Sheriff**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager**Department:** Sheriff

Motion before the Board:

Intergovernmental Agreement for AHCCCS enrollment suspension

Background:

Navajo County and AHCCCS wish to enter into an agreement in order to establish procedures to accommodate AHCCCS eligibility suspension at the time of incarceration, reinstatement of an individual's enrollment upon his/her release from incarceration, and transmission of match results to Navajo County for the County's use in discharge planning for inmates about to be released. This agreement is effective upon execution by both parties and shall remain in effect, with no end date, until terminated pursuant to the terms set forth in this agreement.

AttachmentsAHCCCS Enrollment Suspension IGA YH24-0071

Form Review**Inbox**

Brandt Clark
Kimberly Willis (Originator)
Brandt Clark
Kimberly Willis (Originator)
Brandt Clark
Kimberly Willis (Originator)
Form Started By: Kimberley Willis
Final Approval Date: 09/04/2024

Reviewed By

Kimberley Willis
Kimberley Willis
Kimberley Willis
Kimberley Willis
Brandt Clark
Kimberley Willis

Date

08/27/2024 01:08 PM
08/27/2024 01:08 PM
08/27/2024 01:29 PM
08/27/2024 01:32 PM
09/04/2024 10:09 AM
09/04/2024 11:23 AM
Started On: 08/27/2024 12:14 PM

INTERGOVERNMENTAL AGREEMENT FOR AHCCCS ENROLLMENT SUSPENSION

YH24-0071

This Intergovernmental Agreement ("Agreement") is entered into by and between **Navajo County**, a political subdivision of the State of Arizona, and the **Arizona Health Care Cost Containment System ("AHCCCS")** and shall be effective upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

RECITALS

AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 *et seq.*, 36-2932 *et seq.* and 11-952; and

Navajo County is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

Navajo County is responsible for the oversight, management and the provision of healthcare services to detainees in the custody of the Sheriff's Department and utilizes outside healthcare vendors for the provision of healthcare services; and

WHEREAS, The medical services program in the Navajo County Jail is administered by Navajo County Sheriff's Office via a third party vendor, Wexford Health, who is a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA); and

WHEREAS, Navajo County Jail Health Services has been designated by the County as a health care component consistent with 45 CFR 164.105(a)(2)(iii)(D).

Individuals are not eligible to receive AHCCCS benefits while incarcerated; and

Suspension, rather than termination, of AHCCCS benefits during any period of incarceration is economically efficient. Additionally, for individuals released from custody, suspension of benefits facilitates continuity of care and minimizes the number of uninsured because reinstatement of benefits is much more timely; and

Navajo County and AHCCCS wish to enter into this Agreement in order to establish procedures to accommodate AHCCCS eligibility suspension at the time of incarceration, reinstatement of an individual's enrollment upon his/her release from incarceration, and transmission of match results to Navajo County for the County's use in discharge planning for inmates about to be released.

SCOPE OF WORK

1. DEFINITIONS

- 1.1. **Authorized Use:** Access given to AHCCCS by Navajo County to Booking Information, that AHCCCS would not be entitled to otherwise have, for the *sole purposes* of 1) suspending medical eligibility of incarcerated individuals in the Navajo County Jail and 2) returning individuals to their pre-incarceration status upon release from the Navajo County Jail. The Navajo County Jail may use the enrollment information provided by AHCCCS for the purpose of assisting with coordination of care upon release of the inmate.
- 1.2. **Booking Information:** Certain information provided by Navajo County concerning individuals incarcerated in the Navajo County Jail. This information may include individuals' booking name, alias name(s), booking number, booking date, date of birth, gender, race, and release date, whether the individual was released to another agency.
- 1.3. **Incarcerated:** For purposes of this Agreement an individual detained at the Navajo County Jail will not be considered incarcerated until both of the following have taken place: an initial court appearance has occurred AND a minimum of 24 (twenty-four) hours have elapsed since the time of the individual's detention. Additionally, those individuals serving a sentence on weekends will not be included on the file.
- 1.4. **Invalid format:** Query result from AHCCCS indicating that some section of the query was incomplete or invalid.
- 1.5. **Match:** Query result from AHCCCS indicating that data entered matches data in the system. A match requires verification by AHCCCS.
- 1.6. **Member:** An individual who is eligible for Title XIX benefits who is enrolled with AHCCCS, an AHCCCS Contractor, or a Regional Behavioral Health Authority (RBHA) for medical or behavioral health services.
- 1.7. **No Match:** Query result from AHCCCS indicating that the individual's information did not match any data in the AHCCCS system.
- 1.8. **No-pay Status:** For the purposes of this Agreement AHCCCS will not reimburse claims submitted or pay capitation for individuals while incarcerated.
- 1.9. **Partial Match:** Query result from AHCCCS indicating that some data in query matched data in AHCCCS system. Requires verification by AHCCCS.
- 1.10. **Rejected:** Query results from AHCCCS indicating that query was not successful.
- 1.11. **Title XIX Benefits:** Medicaid benefits provided under Title XIX of the Social Security Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for Navajo County and AHCCCS to jointly develop and implement a system to match AHCCCS member data with Navajo County's inmate population data to facilitate the identification of incarcerated individuals so that those individuals' Title XIX benefits may be suspended or placed on a no-pay status and so that those individuals will be immediately returned to their pre-incarceration status upon their release from custody.

Any and all data provided under this Agreement shall be used for the sole purposes of said Agreement, and not used for any other purpose.

3. TERM

- 3.1. This Agreement is effective upon execution by both parties and shall remain in effect, with no end date, until terminated pursuant to the terms set forth in this Agreement.

4. SCOPE

4.1. COUNTY Responsibilities:

- 4.1.1. Prior to 5:00 p.m. each day, including weekends and holidays, electronically transmit, in a format agreed to by the Parties, booking and release data for the preceding twenty four (24) hour period. Data that is transmitted shall include, but is not limited to, the detainee's booking number, name, date of birth, gender, time of booking or release, and if detainee was released to another facility and name of facility. Social security numbers shall not be transmitted. In the event there are no bookings or releases, the Navajo County will transmit the file indicating "no records."

4.2. AHCCCS Responsibilities:

- 4.2.1. After 5:00 p.m. each day, including weekends and holidays, utilizing the information provided by PCADC, query its member database to identify individuals appearing in both data sources ("matches").
- 4.2.2. Suspend if incarcerated or reinstate if released Member Title XIX benefit eligibility based on the Member's incarceration status at the time of the query.
- 4.2.3. Update eligibility information daily, including weekends and holidays.
- 4.2.4. On the same day each query is performed, provide a copy of that day's query results to the Navajo County Jail identifying the query results for each individual listed: a match, no match, partial match, rejected or invalid format of the data.
- 4.2.5. On the same day each query is performed, post results of query, including eligibility renewal date/termination, on the AHCCCS secure ftp site for Navajo County Jail retrieval for the purposes of discharge planning. There is no public access to this site.

5. SYSTEM CAPABILITY REQUIREMENTS

Additional information and/or technical documents will be provided to Navajo County Jail to ensure system capabilities and explain data exchange requirements.

6. FINANCING

Each party will bear its own cost for the performance of its responsibilities as set forth in this Agreement.

7. **NOTICES**

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

7.1. **AHCCCS**

Procurement and Contracts:
Toni Cota, Sr. Procurement Specialist
Phone: 602-417-4813
procurement@azahcccs.gov

7.2. **Programmatic Correspondence:**

Patty Dennis, Assistant Director, Division of Member Services
801 E. Jefferson St.
Phoenix, AZ 85034
Phone: 602-417-4170
patty.dennis@azahcccs.gov

7.3. **Technical Contact:**

Marshall Wilmot, Office of Systems Coordination Administrator
Division of Member Services
801 E. Jefferson St., MD2500
Phoenix, AZ 85034
Phone: 602-417-4241
Marshall.Wilmot@azahcccs.gov

7.4. **Navajo County**

Ernie Garcia, Deputy Chief
Navajo County Sheriff's Office
100 East Code Talker Drive
Holbrook, AZ 86025
Phone: 928 524-4372
ernie.garcia@navajocountyaz.gov

ernest.garcia@navajocountyaz.gov

TERMS AND CONDITIONS

1.0 ADA

The Parties must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

2.0 Amendments

- 2.1 Any amendment to this agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non- material changes to this agreement.

3.0 Arbitration and Disputes

In accordance with A.R.S. § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Navajo County, Arizona.

4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

5.0 Conflict of Interest

This Agreement may be cancelled for conflict of interest pursuant to the provisions of A.R.S. § 38-511.

6.0 Compliance with Laws, Rules and Regulations

AHCCCS, Navajo County and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

7.0 E-Verify Requirement

In accordance with A.R.S. § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

8.0 Execution in Counterparts / Electronic Documents

- 8.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

8.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

9.0 Federal Immigration and Nationality Act

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

10.0 Fraud and Abuse

10.1 It shall be the responsibility of AHCCCS and the COUNTY to report all cases of suspected fraud and abuse by subcontractors, members or employees. AHCCCS and the COUNTY shall provide written notification of all such incidents to the Contracting Officer.

10.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises, or material omissions is guilty of a class 2 felony.

10.3 AHCCCS and the COUNTY are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS or the COUNTY. After conducting a cost benefit analysis to determine if such action is warranted, the Parties should attempt to recover any overpayments identified due to erroneous, false, or fraudulent billings.

11.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996

The parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Navajo County will sign any documents that are reasonably necessary to keep AHCCCS in compliance with HIPAA, including, but not limited to, business associate agreements.

12.0 Insurance

The parties acknowledge that they are self-insured pursuant to statutory authority. The parties agree that the general liability coverage afforded by the self-insurance programs is sufficient to meet the purposes of this Agreement.

13.0 Liability

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

14.0 Non-Conforming Performance

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

15.0 No Joint Venture

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither AHCCCS' nor Navajo County's employees will be considered officers, agents or employees of the other or be entitled to receive any employment-related fringe benefits from the other.

16.0 No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

17.0 Records and Audit

Under A.R.S. § 35-214 and A.R.S. § 35-215, The parties agree to retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

18.0 Severability

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19.0 Termination

19.1 Either party may terminate this Agreement upon thirty (30) working days written notice to the other party.

19.2 In the event that either party commits any breach or default in any area of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within fifteen (15) days after receipt of written notice from the other party, the party giving notice may terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of receipt of such notice. Both parties to the Agreement shall make a reasonable effort to resolve the default or claim of default prior to issuance of the termination notice.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY: Navajo

**Arizona Health Care Cost Containment System
(AHCCCS):**

Signature: _____

Signature: _____

Printed Name:

Printed Name: Meggan LaPorte, MSW, CPPO

Title: Chairman, Board of Supervisors

Title: Chief Procurement Officer

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to Navajo County.

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

County Attorney

Legal Counsel for AHCCCS

**Board of Supervisors Regular****1. e.****Meeting Date:** 09/10/2024**Title:** Intergovernmental Agreement for AHCCCS Inmate Hospitalization YH24-0070**Submitted For:** David Clouse, Sheriff**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager**Department:** Sheriff

Motion before the Board:

Intergovernmental Agreement for AHCCCS inmate hospitalization

Background:

Navajo County and AHCCCS wish to enter into an intergovernmental agreement for AHCCCS inmate hospitalization in order to establish procedures to permit AHCCCS to pay for medical services that qualify for Federal Financial Participation provided to inmates of the Navajo County Jail detention facility or other penal facilities. By entering into this IGA, the County and AHCCCS can jointly develop and mutually agree upon an eligibility application and determination process that complies with both Federal and State laws, regulations, rules and appropriate CMS approval and to adjudicate and pay claims for covered services provided to members in accordance with Federal and State laws, regulations, and rules. This agreement provides AHCCCS with the appropriate State Match in order to pay for medical services that qualify for FFP provided to inmates who qualify for Title XIX while they are an inpatient in a non-secure ward of a medical institution. It also provides AHCCCS with the funds to pay for administrative costs associated with this agreement. This agreement is effective upon execution by both parties and shall remain in effect for an initial term of five (5) years, with the possibility of additional extensions of five years.

AttachmentsAHCCCS Inmate Hospitalization IGA YH24-0070

Form Review**Inbox**

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 09/04/2024

Reviewed By

Brandt Clark

Kimberley Willis

Date

09/04/2024 10:10 AM

09/04/2024 11:23 AM

Started On: 08/27/2024 12:19 PM

**INTERGOVERNMENTAL AGREEMENT
FOR AHCCCS INMATE HOSPITALIZATION
YH24-0070**

This Intergovernmental Agreement ("Agreement") is entered into by and between Navajo County (County), a political subdivision of the State of Arizona, and the Arizona Health Care Cost Containment System ("AHCCCS") and shall be effective upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

RECITALS

WHEREAS, AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 *et seq.*, 36-2932 *et seq.* and 11-952; and

WHEREAS, the COUNTY is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

WHEREAS, the COUNTY and AHCCCS are authorized by A.R.S. § 11-951 *et seq.* to enter into Intergovernmental Agreements for cooperative action pertaining to reimbursement or advancements of funds for services performed; and

WHEREAS, the COUNTY and AHCCCS wish to enter into this Agreement in order to establish procedures to permit AHCCCS to pay for Medical services that qualify for Federal Financial Participation (FFP) provided to Inmates of the County jail detention facilities or other penal facilities.

WHEREAS, the COUNTY is responsible for the oversight, management, and the provision of healthcare services to detainees in the custody of the Sheriff's Department and utilizes outside healthcare vendors for the provision of healthcare services; and

WHEREAS, the medical services program in the Navajo County Jail is administered by the Navajo County Sheriff's Office via a third party vendor, Wexford Health, and Navajo County is a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA); and

WHEREAS, the Navajo County Adult Detention Complex Medical Unit has been designated by the County as a health care component consistent with 45 C.F.R. 164.105(a)(2)(iii)(D).

NOW, THEREFORE, the COUNTY and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

DEFINITIONS / SCOPE OF WORK

1. **DEFINITIONS** Unless otherwise defined in this Agreement, all terms shall have the same meaning as set forth in Title 36 of the Arizona Revised Statutes.
 - 1.1. **A.A.C.:** Arizona Administrative Code
 - 1.2. **ADES:** Arizona Department of Economic Security
 - 1.3. **AGREEMENT:** This document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties.
 - 1.4. **AHCCCS:** Arizona Healthcare Cost Containment System
 - 1.5. **AHCCCS PROVIDER MANUAL:** The Fee-for-Service Provider Manual promulgated by AHCCCS. The AHCCCS Provider Manual is available online at:
<http://www.azahcccs.gov/commercial/ProviderBilling/manuals/FFSPProviderManual.aspx>
 - 1.6. **APPLICANT:** A person who submits, or whose authorized representative submits a written, completed, signed, and dated eligibility application for AHCCCS benefits.
 - 1.7. **A.R.S.:** Arizona Revised Statutes
 - 1.8. **C.F.R.:** United States Code of Federal regulations, the official compilation of Federal rules and requirements.
 - 1.9. **CLEAN CLAIM:** Clean claim means one that can be processed without obtaining additional information from the provider of the service.
 - 1.10. **CORRECTIONAL HEALTH ELIGIBILITY COORDINATOR:** A person designated by the County to coordinate and initiate the eligibility process for hospitalized inmates.
 - 1.11. **CMS:** Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
 - 1.12. **CMS-37:** A report providing the State estimate of the quarterly award from the Federal government.
 - 1.13. **DAY:** A calendar day, unless specified otherwise.
 - 1.14. **DOCUMENTATION:** Copies of evidence that support an Applicant's eligibility determination. Documentation includes, but is not limited to, any of the following: birth certificates, death certificates, court orders, insurance policies, pay stubs, award letters, medical bills, expenses, letters and responses from collateral sources, Applicant's authorization to share the eligibility information and the COUNTY's or AHCCCS's entries in case records.

- 1.15. **EMERGENCY MEDICAL SERVICES:** Services provided to treat a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected to result in any of the following:
- 1.15.1. Labor and delivery;
 - 1.15.2. Placing the patient's health in serious jeopardy
 - 1.15.3. Serious impairment to bodily functions; or
 - 1.15.4. Serious dysfunction of any bodily organ or part.
- 1.16. **EX PARTE INMATE ELIGIBILITY DETERMINATION:** A determination of Inmate eligibility made by AHCCCS after the person is released from a jail, detention facility or other penal facility and is no longer an Inmate at the time of the eligibility determination.
- 1.17. **FEDERAL EMERGENCY SERVICES PROGRAM (FESP):** A Federal emergency services program covered under A.A.C. R9-22-217, to treat an emergency medical condition for an Applicant who is determined eligible under A.R.S. § 36-2903.03(D).
- 1.18. **FFP:** Federal Financial Participation refers to the Federal matching rate that the Federal government makes to the Title XIX program portion of AHCCCS, which are the monies that AHCCCS can claim from CMS for the Federal share of AHCCCS Program service and administration costs.
- 1.19. **IBNR:** Incurred But Not Reported claims refers to claims with dates of service within the effective dates of this Agreement but which have not been invoiced or recorded in the AHCCCS claims system.
- 1.20. **IMD:** Institution for Mental Disease as defined in 42 C.F.R. 435.1010.
- 1.21. **INMATE:** A person, either adult or juvenile, who is living in a County jail, detention facility, or other penal facility, or in a Medical Institution where but for an illness or an injury, the person would be living in a County jail or detention facility or other penal facility, and who may be eligible for FFP payment as determined by AHCCCS.
- 1.22. **INPATIENT:** As it relates to an inmate, is a patient who has been admitted to a Medical Institution as an inpatient as defined in 42 C.F.R. 435.1010. An Inpatient is a patient who has been admitted to a Medical Institution as an inpatient in a non-secure ward on recommendation of a physician or dentist and who:
- 1.22.1. Receives room, board, and professional services in the institution for a 24-hour period or longer; or
 - 1.22.2. Is expected by the institution to receive room, board, and professional services in the institution for a 24- hour period or longer even though it later develops that the patient dies, is discharged or is transferred to another facility and does not actually stay in the institution for 24 hours.

- 1.23. **MEDICAL INSTITUTION:** Any facility, including IMDs providing FFP qualifying services, that is engaged in the delivery of health care services and is authorized to do so by the state in which those services are delivered. Medical Institution means an institution that:
- 1.23.1. Is organized to provide medical care, including medical, surgical, psychiatric, nursing and convalescent care;
 - 1.23.2. Has the necessary professional personnel, equipment, and facilities to manage the medical, nursing, and other health needs of patients on a continuing basis in accordance with accepted standards;
 - 1.23.3. Is authorized under State law to provide medical care;
 - 1.23.4. Is staffed by professional personnel who are responsible to the institution for professional medical and nursing services. The services must include adequate and continual medical care and supervision by a physician; registered nurse or licensed practical nurse supervision and services and nurses' aid services, sufficient to meet nursing care needs; and a physician's guidance on the professional aspects of operating the institution; and
 - 1.23.5. Services are rendered on a non-secure ward.
- 1.24. **MEDICAL SERVICES:** Services provided by a medical provider in the community, including Medical Institution. Medical Services includes, but is not limited to, medical, surgical, psychiatric, diagnostic, and specialty physician services.
- 1.25. **MEMBER:** An Inmate who qualifies for Title XIX coverage.
- 1.26. **PROVIDER:** Any individual or entity that is engaged in the delivery of health care services and that is authorized to do so by the state in which those services are delivered.
- 1.27. **RECIPIENT:** A person who has been determined eligible to receive AHCCCS benefits.
- 1.28. **REVIEW:** An analysis of all factors affecting a family's or person's eligibility.
- 1.29. **STATE:** The State of Arizona.
- 1.30. **STATE MATCH:** The percentage of payment for health services usually paid by the State; but under this contract paid to the State by County to qualify for FFP.
- 1.31. **SUBCONTRACT:** Any contract or agreement between the COUNTY and a third party to provide, or be accountable for providing a service.
- 1.32. **TITLE XIX:** That section of the Social Security Act that authorizes the Medicaid Program.

SCOPE OF WORK

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for the COUNTY and AHCCCS to jointly develop, and mutually agree upon, an eligibility application and determination process that complies with both Federal and State laws, regulations, rules and appropriate CMS approval and to adjudicate and pay claims for covered services provided to Members in accordance with Federal and State laws, regulations, and rules. This Agreement is entered into pursuant to A.R.S. § 36-2903 to provide AHCCCS with the appropriate State Match in order to pay for Medical Services that qualify for FFP provided to Inmates who qualify for Title XIX while they are an inpatient in a non-secure ward of a Medical Institution. It also provides AHCCCS with the funds to pay for administrative costs associated with this Agreement.

3. TERM

- 3.1. This Agreement is effective upon execution by both parties and shall remain in effect for an initial term of five (5) years, with the possibility of additional extensions of five years each or any portion thereof through an amendment executed by the parties, unless terminated pursuant to the terms and conditions of this Agreement. Any material change to this Agreement shall be through an amendment and shall become effective on the date executed by the parties.

4. SCOPE

- 4.1. Eligibility Requirements and Application Process:
When required to determine a non-citizen's eligibility for the FES only, the disability determination will be made by ADES, Disability Determination Services Administration (DDSA), pursuant to an agreement between AHCCCS and ADES, for an additional cost to the COUNTY as set forth in **Attachment A** to this Agreement.
- 4.2. Claims Processing and Payment:
- 4.2.1. AHCCCS Administration and the COUNTY will jointly develop and mutually agree to a claims processing and payment process that complies with both Federal and State laws, regulations, and rules; and is not in conflict with the provisions of this contract.
- 4.2.2. AHCCCS will process and pay clean claims in accordance with AHCCCS policies and procedures.
- 4.3. Mutual Data Exchange:
Subject to the confidentiality rules specified in A.A.C. R9-22-512, 42 C.F.R. Part 431, Subpart F, and 45 C.F.R. Parts 160 and 164, AHCCCS and COUNTY will timely provide to each other any information that may be required for program administration. Upon the request of either party, AHCCCS and the COUNTY will meet to address any issues regarding the transmission of information, identify corrective actions required, and monitor the effectiveness of the corrective actions. The COUNTY and AHCCCS will cooperate with all parties in the corrective actions. The COUNTY and AHCCCS will cooperate with all parties in the determination of an Applicant's eligibility for the Program, including supplying any needed information. AHCCCS and the COUNTY shall provide the information to each other in a timely manner.

4.4. **AHCCCS Rights and Obligations:**

4.4.1. **Eligibility Decision:**

- 4.4.1.1. AHCCCS / ADES shall determine the eligibility of Inmates who apply for Title XIX while an Inpatient in an acute hospital and not in a separate county or contracted hospital unit that houses only county/state inmates. An eligibility determination for non-citizens who do not qualify for full Medical Services will be completed when the services qualify under A.R.S. § 36-2903.03(D) as an emergency service and when required, the COUNTY agrees to pay the cost of any DDSA determination in the amount set forth in **Attachment A** this Agreement. The eligibility determination may also include an Ex Parte Inmate Eligibility Determination when appropriate. The COUNTY is not financially liable for an Ex Parte Eligibility Determination.
- 4.4.1.2. AHCCCS/ADES shall contact the COUNTY, as appropriate and consistent with applicable privacy laws, to obtain additional information required to complete an Applicant's application and to determine the person's ongoing eligibility.
- 4.4.1.3. AHCCCS/ADES shall issue a decision notice to the Applicant and a copy to the COUNTY in accordance with the confidentiality rules of Title XIX.

4.4.2. **Payment for Services in Agreement:**

Payments made to AHCCCS by the COUNTY pursuant to this Agreement are conditioned upon the availability of the COUNTY funds authorized for expenditure in the manner and for the purpose(s) stated herein. AHCCCS is not liable for any purchases of subcontracts entered into by the COUNTY in anticipation of such funding. **AHCCCS is not responsible for any payments to a Medical Institution or Provider for claims submitted under this Agreement if the COUNTY has not provided the State Match for such payments.**

Notwithstanding the provisions of the terms and conditions "Amendments" section of this Agreement (2.0), AHCCCS and the COUNTY agree that changes in the claims processing and payment procedures that do not have a monetary effect may be made from time to time by mutual written agreement of the Assistant Director of AHCCCS and the COUNTY. Such changes shall become effective and binding without execution of an amendment to this Agreement.

4.4.3. **AHCCCS Payment Recoupment from Medical Institutions and Providers:**

- 4.4.3.1. AHCCCS shall require Medical Institutions and Providers submitting claims to reimburse AHCCCS upon demand or AHCCCS shall deduct from future payments to the Medical Institutions or Providers any amount:
 - 4.4.3.1.1. Received by a Medical Institution or Provider from AHCCCS for Agreement services that have been inaccurately reported or paid or are found to be for an excluded service; or

4.4.3.1.2. Paid by AHCCCS for which a Medical Institution's or Provider's books, records, and other documents are not sufficient to clearly confirm that those amounts were used by the Medical Institution or Provider to perform billed services; or

4.4.3.1.3. Identified as a questioned cost as the result of a financial management review or audit.

4.4.3.2. For purposes of this Agreement only, the COUNTY is responsible to reimburse AHCCCS for payments for services rendered that are not eligible for Federal Financial Participation (FFP) if AHCCCS is unable to recoup payments from the Medical Institutions or Providers. The COUNTY is not responsible for services where AHCCCS failure to recoup payments from Medical Institutions and Providers is due to AHCCCS's negligence or inattention.

4.4.3.3. If an Inmate is not AHCCCS eligible, and if the COUNTY is legally required to pay the medical expenses for the Inmate, the COUNTY shall pay Medical Institutions or Providers for services rendered if AHCCCS has recouped funds. This section does not obligate the COUNTY to pay a Medical Institution or Provider in excess of the terms of a contract between the COUNTY and a Medical Institution or Provider, or, where there is no contract, the actual cost of care.

4.4.4. Monitoring:

AHCCCS shall monitor services covered by this Agreement that are provided by any Medical Institution, Provider, or any Provider subcontractor to ensure compliance with the AHCCCS Provider Manual.

4.4.5. Visitation, Inspection and Copying:

After the date of this Agreement, all related COUNTY contracts with Medical Institutions, Providers and Providers' subcontractors shall require that the Medical Institution's, Provider's or a subcontractor's facilities, services, books, accounts, reports, files, and other records directly related to this Agreement shall be subject at all reasonable times to visitation, inspection, and copying by AHCCCS and any other appropriate agent of State or Federal government for five (5) years after completion of this Agreement. Such records shall be available at the Medical Institution's, Provider's, or a subcontractor's offices or shall be produced at the AHCCCS main office or any other office designated by AHCCCS.

4.5. COUNTY's Rights and Obligations

4.5.1. Application for Title XIX:

4.5.1.1. The COUNTY shall appoint a Correctional Health Eligibility Coordinator to assist Inmates who potentially qualify for Title XIX coverage while an Inpatient in an acute hospital, with the AHCCCS application process. Before assisting an individual with the application process, COUNTY shall obtain the Inmate's authorization to apply for AHCCCS in accordance with A.A.C. R9-22-1406.

- 4.5.1.2. The Correctional Health Eligibility Coordinator shall obtain the Applicant's authorization for AHCCCS to release eligibility information to the COUNTY and the COUNTY shall maintain the confidentiality of the Applicant's records in accordance with A.A.C. R9-22-512.
- 4.5.1.3. The Correctional Health Eligibility Coordinator shall attempt to obtain the required Documentation to establish eligibility for the budget month and to assist the AHCCCS Administration or the ADES in obtaining any information required for the Inmate's ongoing eligibility.
- 4.5.1.4. When authorized by an Inmate to assist with the application, the Correctional Health Eligibility Coordinator shall take the application and obtain the Applicant's signature in the month of the hospital stay. The completed application, all verification and Documentation will be submitted to AHCCCS during the first week of the month following the month of application. For cases in which additional time is needed to collect appropriate verification and/or Documentation, the Correctional Health Eligibility Coordinator will submit the application as soon as the Documentation is complete, but no later than the 15th of the month following the month of application. The month of application is the month in which the inpatient service is received and the appropriate party signs the application.
- 4.5.1.5. The Correctional Health Eligibility Coordinator will not submit an application for inmates that are treated in the secure ward of the hospital. If the inmates were treated in both the secure and non-secure ward of the hospital the Correctional Health Eligibility Coordinator will identify those secure days on the application to ensure the eligibility segment identifies them as non-eligible.
- 4.5.2. Advance payment for Medical Services and Administrative Costs by the COUNTY:
 - 4.5.2.1. Quarterly estimates of the State Match payments for program services will be determined based on the prior year's dollar value of claims and any additional information provided by the COUNTY. For the initial year of the Agreement, the COUNTY must provide an estimate of the number of paper claims, electronic claims, and applications to be processed as well as an estimate of the dollar value of claims to be paid. The quarterly estimates will be documented in Attachment B of this Agreement. Based on these estimates, the COUNTY shall make an advance payment to AHCCCS of the estimated amount on or before the last business day of the first month of each quarter. AHCCCS may request additional State Match funds for program services to be advanced more frequently than quarterly to address an increase in the volume of claims or dollar value of claims to be processed.
 - 4.5.2.2. The State Match for the administrative costs of this Agreement per application or claim is estimated to be as shown in Attachment A. Any

changes to the estimated State Match for the administrative costs may only be assessed by written agreement of the Parties.

- 4.5.2.3. AHCCCS will calculate a quarterly invoice for the State Match of the administrative fees of this Agreement based on the actual costs, number of electronic claims, paper claims and applications processed for the quarter. The quarterly invoice will be emailed to the COUNTY by the last business day of the month following the end of the quarter. The quarterly administrative fees owed to AHCCCS will be deducted from the amount the COUNTY has on deposit. If sufficient funds are not on deposit, the COUNTY will pay AHCCCS for the remainder of the administrative fees so that AHCCCS will receive the monies due within thirty (30) days of the invoice date.
- 4.5.2.4. AHCCCS shall deposit the quarterly advance payments made by the COUNTY into a separate account (the State Match Fund). All funds in the State Match Fund are the property of the COUNTY until withdrawn by AHCCCS to pay the State Match on a claim or administrative fees. AHCCCS will inform the COUNTY of the State Match Fund balance as of the end of each quarter in a report received with the quarterly administrative fees invoice. This report will be emailed by the last business day of the month following the end of the quarter. Notwithstanding the previous sentence, AHCCCS will immediately inform the COUNTY if, at any time, the State Match Fund contains less than twenty five percent (25%) of the quarterly estimate of the State Match advance payments for program services documented on Attachment B of this Agreement. **In the event the State Match Fund falls below twenty five percent (25%) of the quarter estimate of the State Match advance payments for program services documented on Attachment B of this Agreement, COUNTY shall pay into the State Match Fund sufficient money to increase the Fund to the quarterly estimate of the State Match documented in Attachment B.** Any amount in the State Match Fund that is not expended at the end of a quarter shall be applied to the advance payment for the subsequent quarter, and AHCCCS shall reduce the estimate for the subsequent quarter by such amount. If at any time this Agreement is terminated by either party, any money remaining in the State Match Fund shall be returned to the COUNTY after the claim submission deadline, as of the date of termination.
- 4.5.2.5. The COUNTY shall bear the administrative cost of any appeal process requested by the COUNTY of deferred or disallowed claims.
- 4.5.3. AHCCCS Recoupment from the COUNTY: In the event CMS modifies its methodology for allocating FFP, the COUNTY shall be responsible for the Federal portion of deferred or disallowed claims and any interest charged thereon pursuant to 42 C.F.R. 433.38, subject to the payment limitations in listed in this agreement in Section 4.4.3.2.

5. GENERAL FINANCIAL RESPONSIBILITIES

- 5.1. Quarterly Program Expenditure estimates:
The COUNTY shall submit to AHCCCS a quarterly estimate of expenditures to be used for the development of the CMS-37. The estimates shall be submitted to AHCCCS thirty (30) days after the end of each quarter unless otherwise determined by Federal requirements.
- 5.2. AHCCCS Reporting:
 - 5.2.1. Quarterly Expenditures Report. AHCCCS will submit to the COUNTY reports that show actual quarterly program expenditures made pursuant to this Agreement. Each report shall detail the amount expended of State Match funds provided by the COUNTY and the matching FFP funds, and the administrative fees AHCCCS charged to the COUNTY. The expenditure reports shall be submitted by the last business day of the month following the end of each quarter.
 - 5.2.2. Claims Paid Report. AHCCCS will provide a report to the COUNTY reporting the claims paid by AHCCCS. The report will be produced weekly, monthly or quarterly if necessary, depending on the frequency of claims paid.
- 5.3. AHCCCS Programming and Testing:
 - 5.3.1. Upon completion of AHCCCS ISD analysis, development, documentation and testing, AHCCCS will invoice Navajo County for the ISD costs at a rate of \$175.00 per hour. It is anticipated the required hours for ISD resources will be 100 hours. Navajo will be invoiced for the actual hours. Navajo shall pay the invoice within 30 days (see section 9, Invoices).
- 5.4. AHCCCS Annual Reconciliation with the COUNTY:
 - 5.4.1. In the Quarterly Expenditure Report dated June 30th of each State fiscal year, AHCCCS will provide to the COUNTY the actual amounts claimed and paid on an annual basis under this Agreement. This report shall also show any and all amounts paid in advance using estimate reports.
 - 5.4.2. AHCCCS will reconcile the actual amounts paid against the COUNTY's AHCCCS estimates and advanced payments for the twelve-month period of the state fiscal year. This reconciliation shall be completed within ninety (90) days of the end of the state fiscal year.
 - 5.4.3. If any monies are due to the COUNTY, these will be applied to the next quarterly payment.
- 5.5. Insufficient Appropriation:
If at any time during the term of the Agreement, the COUNTY determines that the money the COUNTY budgeted to meet its obligations under this Agreement is insufficient, the COUNTY shall notify AHCCCS in writing and shall include in the notice recommendations as to the resolution of the shortage.

- 5.6. **Unused Funds:**
After the close of each State of Arizona fiscal year and the administrative adjustment period, upon request of the COUNTY, any funds remaining in the State Match Fund, shall be returned to the COUNTY. It is understood that if any valid IBNR claim appears after funds are returned to the COUNTY, the COUNTY is still responsible for payment within the terms of this Agreement.
- 5.7. **COUNTY Annual Budget Submissions:**
The COUNTY shall provide AHCCCS with projected funding requirements for this Agreement by July 31st of each new fiscal year to allow AHCCCS to request the appropriate amount of Federal authority.
- 5.8. **COUNTY Budget Revisions:**
Any revisions to expenditure projections shall be expeditiously forwarded to AHCCCS as soon as the need for revision becomes known to the COUNTY in order for AHCCCS to adjust the Federal cash projections to CMS.

6. DEPARTMENT COMPLIANCE WITH CMS REGULATIONS:

- 6.1. The County shall not impose requirements upon a medical institution that are inconsistent with federal regulation and guidance issued by the Centers for Medicare and Medicaid Services, including State Health Official Letter 16-007 and survey & Certification Letter 16-21-ALL REV.

7. CONSEQUENCES OF DISALLOWANCE BY CMS

- 7.1. In the event the federal government disallows a claim by AHCCCS for federal financial participation based on the County's failure to comply with this Agreement, the County shall, within 30 days of written demand from AHCCCS, make a payment to AHCCCS equal to the amount due to CMS as the result of the disallowance, including any interest incurred as a result of an appeal of the disallowance. AHCCCS will consult with the County regarding an administrative appeal of a disallowance; however, AHCCCS has the sole discretion on the decision whether to pursue an administrative appeal.

8. NOTICES

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

8.1. AHCCCS

Procurement and Contracts:
Toni Cota, Senior Procurement Specialist
Phone: (602) 417-4813
Email: procurement@azahcccs.gov

8.2. Eligibility Determination:

Patty Dennis, Assistant Director, Division of Member and Provider Services
801 E. Jefferson St.
Phoenix, AZ 85034
Phone: (602) 417-4170
E-Mail: patty.dennis@azahcccs.gov

8.3. Claims Processing and Payment:

Lisa DeWitt, Third Party Accounts Manager-DFSM/Claims
801 E. Jefferson St., MD8500
Phoenix, AZ 85034
Phone: (602) 417-4771
E-Mail: Lisa.DeWitt@azahcccs.gov

8.4. COUNTY:

Questions, comments and concerns regarding the duties and responsibilities of the County shall be directed to:
Kimberley Willis
Administrator, Navajo County Sheriff's Office
Phone: 928-524-4796
E-Mail: kimberley.willis@navajocountyaz.gov

9. INVOICES:

- 9.1. Each invoice shall be paid within 30 days and provide the following information, as applicable:
 - 9.1.1. AHCCCS assigned agreement number, YH24-0070.
 - 9.1.2. Description of services.
 - 9.1.3. Name of AHCCCS contact person for this contract, Karen Maclean.
 - 9.1.4. Signature and title of authorized representative.
- 9.2. Invoices shall be electronically submitted to AHCCCS Admin Payables:
AHCCCSDBFAdminPayables@azahcccs.gov

TERMS AND CONDITIONS

1.0 ADA

The Parties must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.

2.0 Amendments

- 2.1 Any amendment to this Agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non- material changes to this Agreement.

3.0 Arbitration and Disputes

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Maricopa County, Arizona.

4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

5.0 Conflict of Interest

This Agreement may be cancelled for conflict of interest pursuant to the provisions of A.R.S. § 38-511.

6.0 Compliance with Laws, Rules and Regulations

AHCCCS, the COUNTY, and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

7.0 E-Verify Requirement

In accordance with A.R.S. § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

8.0 Execution in Counterparts / Electronic Documents

- 8.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
- 8.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

9.0 Federal Immigration and Nationality Act

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

10.0 Fraud and Abuse

- 10.1 It shall be the responsibility of AHCCCS and the COUNTY to report all cases of suspected fraud and abuse by subcontractors, members or employees. AHCCCS and the COUNTY shall provide written notification of all such incidents to the Contracting Officer.
- 10.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises, or material omissions is guilty of a class 2 felony.
- 10.3 AHCCCS and the COUNTY are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS or the COUNTY. After conducting a cost benefit analysis to determine if such action is warranted, the Parties should attempt to recover any overpayments identified due to erroneous, false, or fraudulent billings.

11.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996

The parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. COUNTY will sign any documents that are reasonably necessary to keep AHCCCS in compliance with HIPAA, including, but not limited to, business associate agreements.

12.0 Insurance

The parties acknowledge that they are self-insured pursuant to statutory authority. The parties agree that the general liability coverage afforded by the self-insurance programs is sufficient to meet the purposes of this Agreement.

13.0 Liability

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

14.0 Non-Conforming Performance

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

15.0 No Joint Venture

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither AHCCCS's nor COUNTY's employees will be considered officers, agents, or employees of the other or be entitled to receive any employment-related fringe benefits from the other.

16.0 No Third-Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

17.0 Records and Audit

Under A.R.S. § 35-214 and § 35-215, the parties agree to retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

18.0 Severability

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19.0 Termination

19.1 Either party may terminate this Agreement upon thirty (30) working days written notice to the other party.

19.2 In the event that either party commits any breach or default in any area of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within fifteen (15) days after receipt of written notice from the other party, the party giving notice may terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of receipt of such notice. Both parties to the Agreement shall make a reasonable effort to resolve the default or claim of default prior to issuance of the termination notice.

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY: Navajo County

**Arizona Health Care Cost Containment System
(AHCCCS):**

Signature: _____

Signature: _____

Printed Name:

Printed Name: Meggan LaPorte, CPPO, MSW

Title: Chair, County Board of Supervisors

Title: Chief Procurement Officer

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

Signature: _____

Signature: _____

Printed Name:

Printed Name: Nigah Mughal

Title: _____, COUNTY Attorney

Title: Deputy General Counsel, AHCCCS

Date: _____

Date: _____

BUSINESS ASSOCIATE ADDENDUM

Updated April 2020

This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this Addendum.

AHCCCS and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "C.F.R."), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

1. DEFINITIONS

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the C.F.R.: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to AHCCCS any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. §164.410, and any security incident of which it becomes aware in the following manner:
 - 2.3.1. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make an initial report to the AHCCCS Privacy Official not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
 - A. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
 - B. A description of the PHI used or disclosed;
 - C. The date(s) on which the unauthorized use or disclosure occurred;
 - D. The date(s) on which the unauthorized use or disclosure was discovered;
 - E. Identify the person(s) who used or disclosed the PHI in an unauthorized manner;

- F. Identify the person(s) who received PHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 C.F.R. 164.402, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.

Business Associate shall provide AHCCCS with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than twenty (20) days after discovery of the unauthorized use or disclosure.

- 2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS's obligations under 45 C.F.R. §164.524;
- 2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy AHCCCS's obligations under 45 C.F.R. § 164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS's obligations under 45 C.F.R. § 164.528;
- 2.8. To the extent Business Associate is to carry out one of more of AHCCCS's obligations under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and
- 2.9. Make its internal practices, books, and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2. Business Associate may use or disclose protected health information as required by law;
- 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Minimum Necessary, as required at 45 C.F.R. § 164.502(b) and § 164.514(d).
- 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by AHCCCS, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of AHCCCS.

4. PROVISIONS FOR AHCCCS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at www.azahcccs.gov) under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- 4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. TERM AND TERMINATION

- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date AHCCCS terminates the contract for cause as authorized in paragraph (b) of this Section, or for any other reason permitted under the contract, whichever is sooner.
- 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.

- 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:
- 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;
 - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
 - 5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.
- 5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

6. INDEMNIFICATION AND MISCELLANEOUS

- 6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend AHCCCS from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.
- 6.3. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.
- 6.4. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.

AHCCCS
Administrative Annual Cost Estimates for
Navajo County Medicaid Eligible Inmates FFSV Project IGA SFY25

Claims	Electronic 0%	Paper 100%	Total Fund 100%	State Share 50%	Federal Share 50%
Estimated total number of claims:					
Physician & Hospital	1 0	305	305		
DFSM Cost per Claim	2 \$ 0.82	\$ 0.95			
DMPS Provider Enrollment Cost per Claim	2 \$ 0.18	\$ 0.18			
ISD Cost per Claim	2 \$ 2.00	\$ 2.00			
Concurrent Review	Average Cost				
Estimated cost per case	3 \$ 134.35				
Estimated number of HSAG reviews	4 4				
Claims Processing costs:					
DFSM	\$0.00	\$288.50	\$288.50	\$144.25	\$144.25
DMPS Provider Enrollment	\$0.00	\$55.44	\$55.44	\$27.72	\$27.72
ISD	\$0.00	\$610.74	\$610.74	\$305.37	\$305.37
State Accounting System Charges @ \$0.2453/claim	\$0.00	\$74.82	\$74.82	\$37.41	\$37.41
Total Claims Processing Costs	\$0.00	\$1,029.50	\$1,029.50	\$514.75	\$514.75
Direct DFSM Labor for Navajo Co Medicaid Inmate Claims Processing	5		-	\$0.00	\$0.00
Direct ISD Labor for Navajo Co Medicaid Inmate Claims Processing	6		\$1,750.00	\$875.00	\$875.00
Concurrent Review Estimated costs:					
Cost for 2 reviews			\$537.40	\$268.70	\$268.70
Administrative Costs (see detail)					
DBF Paper Processing Personnel costs	7		\$ 9,372.80	\$4,686.40	\$4,686.40
Postage @ \$.0861/claim	8		\$26.28	\$13.14	\$13.14
Data Center Charges @ \$.8103/claim	9		\$247.14	\$123.57	\$123.57
OOD @ \$.3700/claim			\$112.86	\$56.43	\$56.43
OGC @ \$.1026/claim			\$31.30	\$15.65	\$15.65
HRD @ \$.0314/claim			\$9.56	\$4.78	\$4.78
TIBCO @ \$.1416/claim			\$43.22	\$21.61	\$21.61
Indirect at 10%			\$984.32	\$492.16	\$492.16
Total Administrative Costs			\$ 10,827.48	\$5,413.74	\$5,413.74
DMPS Eligibility Costs					
Application Processing Costs - DMPS	10		\$1,050.00	\$525.00	\$525.00
Estimated Total Annual Costs for Program			\$15,194.38	\$7,597.19	\$7,597.19
Cost per Claim			\$48.06	\$24.03	\$24.03

¹ Actual number of claims may be higher. Number includes, original, recoupment and adjustment claims.

² Cost based on actual expenditures and actual number of claims processed

³ Average rate per contract. Actual costs will be a strict pass-through based on price negotiated on contract.

⁴ Actual number may be higher or lower depending on Navajo Co Medicaid Inmate program requirements.

⁵ Based on estimates of DFSM staff time required to process the claims.

⁶ Estimate based on 10 hours at a rate of \$175 per hour. Will only be billed for actual hours incurred.

⁷ Based on estimates of DBF staff time required to monitor funding activity and process payments.

⁸ Postage based on average cost per claim times number of claims.

⁹ Data Center charges calculated based on average costs

¹⁰ DMPS Eligibility charges calculated at \$105/determination. Estimated 10 annual applications/determinations.

ATTACHMENT B

Attachment B

AHCCCS
Quarterly Estimate of State Match Advance Payments for Program Services
Navajo County Medicaid Eligible FFSV Project IGA SFY25

Estimate of Annual Dollar Value of Claims Paid	\$ 268,000.00
Average Federal Financial Participation Rate	77.45%
Estimate of State Match Payments for Program Services for Current Year	\$ 60,448.00
Quarterly Estimate of State Match Advance Payments for Program Services to AHCCCS	<u>\$ 15,112.00</u>



Board of Supervisors Regular

1. f.

Meeting Date: 09/10/2024

Title: Appropriation of County Funds FY24-25

Submitted By: Christine Dunlap, Executive Secretary

Department: Board of Supervisors

Motion before the Board:

Appropriation of County Funds for FY2024-25 for the Cooperative Extension Program

Background:

This amount was approved in the adoption of the FY2024-25 budget.

Attachments

Appropriation of County Funds for FY2024-25

Form Review

Inbox

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 09/04/2024

Reviewed By

Melissa Buckley

Date

09/04/2024 09:45 AM

Started On: 08/29/2024 10:45 AM



COLLEGE OF AGRICULTURE
AND LIFE SCIENCES
COOPERATIVE EXTENSION

**APPROPRIATION OF COUNTY FUNDS
FOR THE FISCAL YEAR 2024-2025**

In accordance with the provisions of Sections 3-124 and 3-126, Arizona Revised Statutes, The Navajo County Extension Board has approved and there is hereby submitted for the approval of the County Board of Supervisors a county cash appropriation in the amount of \$ 23,000.00 as the county's share of the proposed budget for the conduct of Extension programs in the county.

Connie Bergstrand

Chairperson, Navajo County Extension Board

8/10/2024

Date

Chairperson, Navajo Board of Supervisors

Date

Associate Vice President and Director, Cooperative Extension

Date

Comptroller, University of Arizona

Date

Issued in furtherance of Cooperative Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Edward C. Martin, Associate Vice President and Director, Extension, Division of Agriculture, Life and Veterinary Sciences, and Cooperative Extension, The University of Arizona. The University of Arizona is an equal opportunity, affirmative action institution. The University does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or genetic information in its programs and activities.



**Board of Supervisors Regular****1. g.****Meeting Date:** 09/10/2024**Title:** Abatement of Personal Property Taxes**Submitted For:** Kari Lopez, Treasurer**Submitted By:** Kari Lopez, Treasurer**Department:** Treasurer

Motion before the Board:

Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to A.R.S. §42-19118 and §42-18353

Background:

Pursuant to ARS 42-19118 the personal property taxes assessed against the property (Tax ID: 120012001, 820000601, 080032801, 130013301, 910023901, 614962501, 207952601, 151282501, 130016501, 100009001, 160018601, 160021201, 346399001, 040009101, 070024501, 110019601, & 130014801) were determined to be uncollectible after a diligent search by the Navajo County Sheriff's Office for various reasons. Personal property was removed from future tax rolls by the Navajo County Assessor's Office.

Attachments

Abatement Summary Detail

Back-up Documents

Form Review**Inbox**

Jason Moore

Treasurer (Originator)

Form Started By: Kari Lopez

Final Approval Date: 08/29/2024

Reviewed By

Jason Moore

Kari Lopez

Date

08/29/2024 02:42 PM

08/29/2024 02:44 PM

Started On: 08/29/2024 02:33 PM

CERTIFICATE OF REMOVAL & ABATEMENT (ARSS42-18353)								
			9/5/2024					
Taypayer #	Year & Roll #	Name	Description	Reason	Property Tax	Int. & Fees	PAYMENT	Grand Total
120012001	2012-900066	Young Alvin	MH 1993 HARBOR HOUSE 16X56	Per Navajo County Sheriffs Office: After a diligent search	\$191.02	\$361.57	\$0.00	\$552.59
	2013-901864		VIN # AS19875HH	owner is a member if the Navajo Nation and is residing on	\$195.68	\$338.96	\$0.00	\$534.64
	2014-901788			Navajo Nation Reservation and never have been placed	\$201.96	\$317.36	\$0.00	\$519.32
	2015-901723			on the tx rolls.	\$152.42	\$216.36	\$0.00	\$368.78
	2016-901671				\$167.10	\$209.98	\$0.00	\$377.08
	2017-901598			Assessor removed P.P from 2024 and future tax rolls	\$196.02	\$214.08	\$0.00	\$410.10
	2018-901538				\$196.08	\$182.78	\$0.00	\$378.86
	2019-901505				\$192.32	\$148.60	\$0.00	\$340.92
	2020-901469				\$58.10	\$39.08	\$0.00	\$97.18
	2021-901443				\$56.04	\$28.91	\$0.00	\$84.95
	2022-901392				\$47.54	\$17.68	\$0.00	\$65.22
	2023-901342				\$46.76	\$9.99	\$0.00	\$56.75
					\$1,701.04	\$2,085.35	\$0.00	\$3,786.39
820000601	2000-1003877	Valtierra Leonardo Or Olimp	MH 1973 NEW MOON 14X65	Per Navajo County Sheriffs Office: After a diligent search	\$42.43	\$157.18	-\$100.00	\$99.61
	2001-903534	C/O Jacinto or Debbie Barrera	VIN # 1002544	the owner is unlocatable and the unit is in an unknown	\$45.44	\$171.62	\$0.00	\$217.06
	2002-903528			location. Determined by a field check by a Deputy. Unit	\$46.28	\$167.28	\$0.00	\$213.56
	2003-903639			no longer resides at the listed location.	\$44.18	\$151.09	\$0.00	\$195.27
	2004-903991				\$46.96	\$154.64	\$0.00	\$201.60
	2005-903867			Assessor removed P.P from 2024 and future tax rolls	\$52.62	\$164.26	\$0.00	\$216.88
	2006-903865				\$46.22	\$137.50	\$0.00	\$183.72
	2007-903881				\$46.64	\$131.24	\$0.00	\$177.88
	2008-902711				\$47.62	\$126.28	\$0.00	\$173.90
	2009-902787				\$54.12	\$132.00	\$0.00	\$186.12
	2010-902862				\$43.96	\$101.12	\$0.00	\$145.08
	2011-901075				\$52.82	\$112.05	\$0.00	\$164.87
	2012-901052				\$43.46	\$86.12	\$0.00	\$129.58
	2013-902631				\$44.08	\$80.23	\$0.00	\$124.31
	2014-902677				\$43.82	\$72.77	\$0.00	\$116.59
	2015-902720				\$44.94	\$67.32	\$0.00	\$112.26
	2016-902820				\$45.94	\$61.36	\$0.00	\$107.30
	2017-902835				\$42.60	\$50.44	\$0.00	\$93.04
	2018-902944				\$41.56	\$42.68	\$0.00	\$84.24
	2019-903038				\$40.90	\$35.54	\$0.00	\$76.44
	2020-903005				\$39.74	\$28.31	\$0.00	\$68.05
	2021-903145				\$37.58	\$21.04	\$0.00	\$58.62
	2022-903066				\$32.84	\$13.76	\$0.00	\$46.60
	2023-903175				\$29.12	\$8.11	\$0.00	\$37.23
					\$1,055.87	\$2,273.94	-\$100.00	\$3,229.81
080032801	2008-901866	American General Financial S	MH 1999 FLEETWOOD 28X66	Per Navajo County Sheriffs Office: After a diligent search	\$479.84	\$1,207.80	\$0.00	\$1,687.64
	2009-901666		VIN #CAFLX08A*B23975ST13	the owner is unlocatable and has been verified to have	\$472.96	\$1,114.88	\$0.00	\$1,587.84
	2010-901513			never resided within Navajo County per Department of	\$458.28	\$1,007.11	\$0.00	\$1,465.39
	2011-900044			Motor Vehicles. Location is unknown.	\$432.82	\$882.12	\$0.00	\$1,315.00
	2012-900038				\$432.96	\$813.20	\$0.00	\$1,246.16
	2013-901200			Assessor removed P.P from 2024 and future tax rolls.	\$455.20	\$781.87	\$0.00	\$1,237.07
	2014-901160				\$476.30	\$741.67	\$0.00	\$1,217.97
	2015-901121				\$518.82	\$724.43	\$0.00	\$1,243.25
	2016-901098				\$522.84	\$646.35	\$0.00	\$1,169.19
	2017-901062				\$524.38	\$564.34	\$0.00	\$1,088.72

	2018-901026				\$521.36	\$477.70	\$0.00	\$999.06
	2019-901005				\$518.72	\$392.31	\$0.00	\$911.03
	2020-900981				\$515.12	\$307.20	\$0.00	\$822.32
	2021-900963				\$509.96	\$222.58	\$0.00	\$732.54
	2022-900931				\$478.74	\$132.67	\$0.00	\$611.41
	2023-900901				\$468.74	\$54.99	\$0.00	\$523.73
					\$7,787.04	\$10,071.22	\$0.00	\$17,858.32
130013301	2019-901635	Fields Jody & Darla	NO INFORMATION AVAILABLE	Per Navajo County Sheriffs Office: After a diligent search	\$81.94	\$66.18	\$0.00	\$148.12
	2020-901596		ON TRAVEL TRAILER NADA	the owner is unlocatable and the unit has been removed	\$77.14	\$50.25	\$0.00	\$127.39
			VALUE	from the listed location and current location unknown.				
				Assessor removed P.P from 2022 and future tax rolls.				
					\$159.08	\$116.43	\$0.00	\$275.51
910023901	2014-903408	Kendall Roger Edward	MH 1972 COACHMAN 8X35	Per Navajo County Sheriffs Office: After a diligent search	\$22.72	\$40.14	\$0.00	\$62.86
	2015-903438		VIN #29217061	the owner is unlocatable and the home is in an unknown	\$21.92	\$35.40	\$0.00	\$57.32
	2016-903519			location. Sheriffs Office previously requested abatement	\$22.50	\$32.60	\$0.00	\$55.10
	2017-903514			of this unit in 2018.	\$23.68	\$30.26	\$0.00	\$53.94
				Assessor removed P.P from 2018 and future tax rolls.				
					\$90.82	\$138.40	\$0.00	\$229.22
614962501	2017-902740	Cooper James I or Carol L	MH 1964 ARTCRAFT 12X52	Per Navajo County Sheriffs Office: After a diligent search	\$33.58	\$40.82	\$0.00	\$74.40
		C/O Spring Leaf Financial Ser	VIN #52B2765	the owner is unlocatable and the home is an unknown				
				location. Sheriffs office previously requested abatement				
				of this unit in 2017.				
				Assessor removed P.P from 2018 and future tax rolls				
					\$33.58	\$40.82	\$0.00	\$74.40
207952601	2017-902407	Cuffman Cassandra	MH 1971 KNOB HILL 12X60	Per Navajo County Sheriffs Office: After a diligent search	\$41.50	\$49.26	\$0.00	\$90.76
		C/O Mike Whitney	VIN #1260157DA	the owner is unlocatable and the home is in an unknown				
				location. Sheriffs office previously requested abatement of				
				this unit in 2017.				
				Assessor removed P.P from 2018 and future tax rolls.				
					\$41.50	\$49.26	\$0.00	\$90.76
151282501	2017-902024	Curley Joseph H or Lillie J	MH 1973 VALLEY 12X60	Per Navajo County Sheriffs Office: After a diligent search	\$35.08	\$42.42	\$0.00	\$77.50
		Thompson Bill or Virginia	VIN #SPA3576E	the owner is unlocatable and the home is in an unknown				
				location.				
				Assessor has removed P.P from 2018 and future tax rolls.				
					\$35.08	\$42.42	\$0.00	\$77.50
130016501	2016-901849	Faust Sheena or Ohlson Jul	MH 1997 FLEETWOOD 13X17	Per Navajo County Sheriffs Office: After a diligent search	\$117.66	\$149.33	\$0.00	\$266.99
	2017-901762		VIN #TXFLV12A78315FD12	the owner is unlocatable and the home previously burned	\$117.84	\$130.69	\$0.00	\$248.53
				down in January 2018.				

				Assessor has removed P.P from 2018 and future tax rolls.				
					\$235.50	\$280.02	\$0.00	\$515.52
100009001	2013-901458	Dazen Ferranda Rose	MH 1965 DARBY CRAFT 2X57	Per Navajo County Sheriffs Office: After a diligent search	\$30.32	\$56.75	\$0.00	\$87.07
	2014-901404		VIN #651257500125	the unit was previously abated due to a board order in 2013	\$32.44	\$55.18	\$0.00	\$87.62
	2015-901359			Assessors office determined unit was demolished	\$31.62	\$48.85	\$0.00	\$80.47
	2016-901328				\$30.16	\$41.99	\$0.00	\$72.15
				Assessor has removed P.P from 2017 and future tax rolls.				
					\$124.54	\$202.77	\$0.00	\$327.31
160018601	2016-902215	Catt Sharon Lee	MH 1992 KOUNTRY AIRE 8X35	Per Navajo County Sheriffs Office: After a diligent search	\$51.32	\$67.95	\$0.00	\$119.27
			VIN #1NFWR3524N0020851	the owner is unlocatable and the unit is titled in the state of New Mexico.				
				Assessor as removed P.P from 2017 and future tax rolls.				
					\$51.32	\$67.95	\$0.00	\$119.27
160021201	2016-902239	Fayden Brian Timothy	MH 1988 CREE 8X36	Per Navajo County Sheriffs Office: After a diligent search	\$21.40	\$31.25	\$0.00	\$52.65
			VIN #1F9FLOW2LJ110609	the owner has been found to be deceased. Unit was sold to him several years ago and was noted to be taken out of county and demolished. Location unknown.				
				Assessor has removed P.P from 2017 and future tax rolls.				
					\$21.40	\$31.25	\$0.00	\$52.65
346399001	2007-902659	Nanoski Amery or Coral	MH 1970 PRINCE MT VERNON	Per Navajo County Sheriffs Office: After a diligent search	\$24.18	\$70.44	\$0.00	\$94.62
	2008-902252		12X64	the previous owner is unlocatable and home has been sold	\$46.38	\$123.12	\$0.00	\$169.50
	2009-902339		VIN #K6326	to a Native American residing on Navajo Reservation Land.	\$49.48	\$121.12	\$0.00	\$170.60
	2010-902423			Unable to seize said property.	\$47.92	\$109.78	\$0.00	\$157.70
	2011-900058				\$45.64	\$97.50	\$0.00	\$143.14
	2012-900079			Assessor has removed P.P from 2017 and future tax rolls.	\$43.62	\$86.42	\$0.00	\$130.04
	2013-902295				\$44.64	\$81.19	\$0.00	\$125.83
	2014-902345				\$46.00	\$76.14	\$0.00	\$122.17
	2015-902393				\$35.70	\$54.51	\$0.00	\$90.21
	2016-902500				\$37.62	\$51.15	\$0.00	\$88.77
					\$421.18	\$871.37	\$0.00	\$1,292.55
040009101	2017-900407	Eagle Air Med	MH 1980 CENTURION 6X46	Per Navajo County Sheriffs Office: After a diligent search	\$175.22	\$191.91	\$0.00	\$367.13
			VIN #C81698A&B	the owner is unlocatable and the home was registered with Arizona Motor Vehicle Department to be residing in Apache County as of November of 2015.				
				Assessor has removed P.P from 2018 and future tax rolls.				
					\$175.22	\$191.91	\$0.00	\$367.13
070024501	2014-900916	Robbins Phillip A or Shirley R	MH 1984 SCHULT 14X60	Per Navajo County Sheriffs Office: After a diligent search	\$77.58	\$124.99	\$0.00	\$202.57
	2015-900891		VIN #B195820	the owner has been found to be deceased and location	\$78.76	\$114.21	\$0.00	\$192.97
	2016-900873			of mobile home is unknown.	\$78.52	\$101.32	\$0.00	\$179.84

[illegible]



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/13/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is a member of the Navajo Nation and is residing on Navajo Nation Reservation and should have never have been place on the tax rolls. The Navajo County Assessors Office has removed this unit from all future tax rolls. Please abate all prior years

Tax I. D. Number: 120012001

SEE ATTACHED

Roll Number(s): 901342	Year: 2023	Balance: \$56.13
: 901392	Year: 2022	Balance: \$64.58
: 901443	Year: 2021	Balance: \$84.20
: 901469	Year: 2020	Balance: \$96.41

Description of Property: MH 1993 Harbor House 16x56
VIN# AS19875HH

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J Hepp", written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

RECEIVED
AUG 15 2024

BY: _____

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

YOUNG ALVIN

MH 1993 HARBOR HOUSE 16X56 VIN# AS19875HH

PO BOX 2489

KAYENTA AZ 86033-2489

Tax ID: 120012001

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901342	Tax	\$46.76	\$0.00	\$5.00	\$4.99	\$0.00	\$56.75
2022	901392	Tax	\$47.54	\$0.00	\$5.00	\$12.68	\$0.00	\$65.22
2021	901443	Tax	\$56.04	\$0.00	\$5.00	\$23.91	\$0.00	\$84.95
2020	901469	Tax	\$58.10	\$0.00	\$5.00	\$34.08	\$0.00	\$97.18
2019	901505	Tax	\$192.32	\$0.00	\$5.00	\$143.60	\$0.00	\$340.92
2018	901538	Tax	\$196.08	\$0.00	\$5.00	\$177.78	\$0.00	\$378.86
2017	901598	Tax	\$196.02	\$0.00	\$5.00	\$209.08	\$0.00	\$410.10
2016	901671	Tax	\$167.10	\$0.00	\$5.00	\$204.98	\$0.00	\$377.08
2015	901723	Tax	\$152.42	\$0.00	\$5.00	\$211.36	\$0.00	\$368.78
2014	901788	Tax	\$201.96	\$0.00	\$5.00	\$312.36	\$0.00	\$519.32
2013	901864	Tax	\$195.68	\$0.00	\$5.00	\$333.96	\$0.00	\$534.64
2012	900066	Tax	\$191.02	\$0.00	\$5.00	\$356.57	\$0.00	\$552.59
			\$1,701.04	\$0.00	\$60.00	\$2,025.35	\$0.00	\$3,786.39



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/13/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the unit is in an unknown location. It was determined by a field check by a Deputy, the unit no longer resides at the listed location assigned by the Navajo County Assessor's Office. The Navajo County Assessor has removed this unit from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 820000601

SEE ATTACHED

Roll Number(s): 903175	Year: 2023	Balance: \$36.84
: 903066	Year: 2022	Balance: \$46.16
: 903145	Year: 2021	Balance: \$58.11
: 903005	Year: 2020	Balance: \$67.53

Description of Property: MH 1973 New Moon 14x65
VIN# 1002544

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Hepp", followed by the number "2223" written below it.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

RECEIVED
AUG 15 2024

BY: _____

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

VALTIERRA LEONARDO OR OLIMP MH 1973 NEW MOON 14X65 VIN# 1002544
C/O JACINTO OR DEBBIE BARRERA
PO BOX 2474
SNOWFLAKE AZ 85937-2474

Tax ID: 820000601

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	903175	Tax	\$29.12	\$0.00	\$5.00	\$3.11	\$0.00	\$37.23
2022	903066	Tax	\$32.84	\$0.00	\$5.00	\$8.76	\$0.00	\$46.60
2021	903145	Tax	\$37.58	\$0.00	\$5.00	\$16.04	\$0.00	\$58.62
2020	903005	Tax	\$39.74	\$0.00	\$5.00	\$23.31	\$0.00	\$68.05
2019	903038	Tax	\$40.90	\$0.00	\$5.00	\$30.54	\$0.00	\$76.44
2018	902944	Tax	\$41.56	\$0.00	\$5.00	\$37.68	\$0.00	\$84.24
2017	902835	Tax	\$42.60	\$0.00	\$5.00	\$45.44	\$0.00	\$93.04
2016	902820	Tax	\$45.94	\$0.00	\$5.00	\$56.36	\$0.00	\$107.30
2015	902720	Tax	\$44.94	\$0.00	\$5.00	\$62.32	\$0.00	\$112.26
2014	902677	Tax	\$43.82	\$0.00	\$5.00	\$67.77	\$0.00	\$116.59
2013	902631	Tax	\$44.08	\$0.00	\$5.00	\$75.23	\$0.00	\$124.31
2012	901052	Tax	\$43.46	\$0.00	\$5.00	\$81.12	\$0.00	\$129.58
2011	901075	Tax	\$52.82	\$0.00	\$5.00	\$107.05	\$0.00	\$164.87
2010	902862	Tax	\$43.96	\$0.00	\$5.00	\$96.12	\$0.00	\$145.08
2009	902787	Tax	\$54.12	\$0.00	\$5.00	\$127.00	\$0.00	\$186.12
2008	902711	Tax	\$47.62	\$0.00	\$5.00	\$121.28	\$0.00	\$173.90
2007	903881	Tax	\$46.64	\$0.00	\$5.00	\$126.24	\$0.00	\$177.88
2006	903865	Tax	\$46.22	\$0.00	\$5.00	\$132.50	\$0.00	\$183.72
2005	903867	Tax	\$52.62	\$0.00	\$5.00	\$159.26	\$0.00	\$216.88
2004	903991	Tax	\$46.96	\$0.00	\$5.00	\$149.64	\$0.00	\$201.60
2003	903639	Tax	\$44.18	\$0.00	\$5.00	\$146.09	\$0.00	\$195.27
2002	903528	Tax	\$46.28	\$0.00	\$5.00	\$162.28	\$0.00	\$213.56
2001	903534	Tax	\$45.44	\$0.00	\$5.00	\$166.62	\$0.00	\$217.06
2000	1003877	Tax	\$42.43	\$0.00	\$5.00	\$152.18	\$100.00	\$99.61
1999	505676	Tax	\$46.46	\$0.00	\$0.00	\$0.00	\$46.46	\$0.00
1998	506106	Tax	\$46.07	\$0.00	\$0.00	\$0.00	\$46.07	\$0.00
1997	405347	Tax	\$45.80	\$0.00	\$0.00	\$0.00	\$45.80	\$0.00
1996	405450	Tax	\$62.33	\$0.00	\$0.00	\$0.00	\$62.33	\$0.00
			\$1,256.53	\$0.00	\$120.00	\$2,153.94	\$300.66	\$3,229.81



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/13/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the has been verified to have never resided within Navajo County per Department of Motor Vehicles. The location of the mobile home is unknown. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 080032801

SEE ATTACHED

Roll Number(s): 900901	Year: 2023	Balance: \$517.49
: 900931	Year: 2022	Balance: \$605.03
: 900963	Year: 2021	Balance: \$725.74
: 900981	Year: 2020	Balance: \$815.46

Description of Property: MH 1999 Fleetwood 28x66
VIN# CAFLX08A&B23975ST13

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Nepp", with the number "2223" written below it.

Deputy Jerome Nepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

RECEIVED
AUG 15 2024

BY: _____

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

AMERICAN GENERAL FINANCIAL S MH 1999 FLEETWOOD 28X66 VIN# CAFLX08A*B23975ST13

1750 S RAILROAD SPRINGS BLVD ST
FLAGSTAFF AZ 86001-8720

Tax ID: 080032801

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	900901	Tax	\$468.74	\$0.00	\$5.00	\$49.99	\$0.00	\$523.73
2022	900931	Tax	\$478.74	\$0.00	\$5.00	\$127.67	\$0.00	\$611.41
2021	900963	Tax	\$509.96	\$0.00	\$5.00	\$217.58	\$0.00	\$732.54
2020	900981	Tax	\$515.12	\$0.00	\$5.00	\$302.20	\$0.00	\$822.32
2019	901005	Tax	\$518.72	\$0.00	\$5.00	\$387.31	\$0.00	\$911.03
2018	901026	Tax	\$521.36	\$0.00	\$5.00	\$472.70	\$0.00	\$999.06
2017	901062	Tax	\$524.38	\$0.00	\$5.00	\$559.34	\$0.00	\$1,088.72
2016	901098	Tax	\$522.84	\$0.00	\$5.00	\$641.35	\$0.00	\$1,169.19
2015	901121	Tax	\$518.82	\$0.00	\$5.00	\$719.43	\$0.00	\$1,243.25
2014	901160	Tax	\$476.30	\$0.00	\$5.00	\$736.67	\$0.00	\$1,217.97
2013	901200	Tax	\$455.20	\$0.00	\$5.00	\$776.87	\$0.00	\$1,237.07
2012	900038	Tax	\$432.96	\$0.00	\$5.00	\$808.20	\$0.00	\$1,246.16
2011	900044	Tax	\$432.82	\$0.00	\$5.00	\$877.18	\$0.00	\$1,315.00
2010	901513	Tax	\$458.28	\$0.00	\$5.00	\$1,002.11	\$0.00	\$1,465.39
2009	901666	Tax	\$472.96	\$0.00	\$5.00	\$1,109.88	\$0.00	\$1,587.84
2008	901866	Tax	\$479.84	\$0.00	\$5.00	\$1,202.80	\$0.00	\$1,687.64
			\$7,787.04	\$0.00	\$80.00	\$9,991.28	\$0.00	\$17,858.32



Navajo County Sheriff's Office

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Sheriff

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www.navajocountyaz.gov

Date: 08/15/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the unit has been removed from the listed location and current location is now unknown. The Navajo County Assessors Office has removed the unit from future tax rolls. Please abate prior years

Tax I. D. Number: 130013301


SEE ATTACHED

Roll Number(s): 901596	Year: 2020	Balance: \$126.37
: 901596	Year: 2019	Balance: \$126.37

Description of Property: MH NO INFORMATION AVAILABLE ON TRAVEL TRAILER
VIN# NO INFORMATION AVAILABLE

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,


Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

RECEIVED
AUG 19 2024
BY: _____

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

FIELDS JODY & DARLA

NO INFORMATION AVAILABLE ON TRAVEL TRAILER NADA
VALUE

2203 5TH ST

TILLAMOOK OR 97141-2422

Tax ID: 130013301

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2021	901565	Tax	\$76.10	\$0.00	\$0.00	\$0.00	\$76.10	\$0.00
2020	901596	Tax	\$77.14	\$0.00	\$5.00	\$45.25	\$0.00	\$127.39
2019	901635	Tax	\$81.94	\$0.00	\$5.00	\$61.18	\$0.00	\$148.12
2018	901677	Tax	\$81.50	\$0.00	\$5.00	\$6.52	\$93.02	\$0.00
2017	901742	Tax	\$77.78	\$0.00	\$5.00	\$18.67	\$101.45	\$0.00
2016	901829	Tax	\$81.62	\$0.00	\$0.00	\$0.00	\$81.62	\$0.00
2015	901889	Tax	\$81.60	\$0.00	\$0.00	\$0.00	\$81.60	\$0.00
2014	901965	Tax	\$80.98	\$0.00	\$5.00	\$9.72	\$95.70	\$0.00
2013	902065	Tax	\$78.92	\$0.00	\$5.00	\$22.10	\$106.02	\$0.00
			\$717.58	\$0.00	\$30.00	\$163.44	\$635.51	\$275.51



David M. Clouse
Sheriff

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/19/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the home is in an unknown location. The Navajo County Sheriff's Office previously requested abatement of this unit 2018. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 910023901


SEE ATTACHED

Roll Number(s): 903514	Year: 2017	Balance: \$53.63
: 903519	Year: 2016	Balance: \$54.80
: 903438	Year: 2015	Balance: \$57.02
: 903408	Year: 2014	Balance: \$62.55

Description of Property: MH 1972 COACHMAN 8X35
VIN# 29217061

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,


Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

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AUG 21 2024
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Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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ncto@navajocountyaz.gov

KENDALL ROGER EDWARD

MH 1972 COACHMAN 8X35 VIN# 29217061

4470/107 SUNSET BLVD APT 140
LOS ANGELES CA 90027

Tax ID: 910023901

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	903514	Tax	\$23.68	\$0.00	\$5.00	\$25.26	\$0.00	\$53.94
2016	903519	Tax	\$22.50	\$0.00	\$5.00	\$27.60	\$0.00	\$55.10
2015	903438	Tax	\$21.92	\$0.00	\$5.00	\$30.40	\$0.00	\$57.32
2014	903408	Tax	\$22.72	\$0.00	\$5.00	\$35.14	\$0.00	\$62.86
2013	903373	Tax	\$19.24	\$0.00	\$0.00	\$0.00	\$19.24	\$0.00
2012	901284	Tax	\$17.16	\$0.00	\$0.00	\$0.00	\$17.16	\$0.00
2011	901310	Tax	\$16.06	\$0.00	\$0.00	\$0.00	\$16.06	\$0.00
2010	903725	Tax	\$14.64	\$0.00	\$0.00	\$0.00	\$14.64	\$0.00
2009	903679	Tax	\$16.22	\$0.00	\$0.00	\$0.00	\$16.22	\$0.00
2008	903617	Tax	\$16.14	\$0.00	\$0.00	\$0.00	\$16.14	\$0.00
2007	901954	Tax	\$15.72	\$0.00	\$0.00	\$0.00	\$15.72	\$0.00
2006	902034	Tax	\$16.54	\$0.00	\$5.00	\$15.88	\$37.42	\$0.00
2005	902019	Tax	\$16.72	\$0.00	\$0.00	\$0.00	\$16.72	\$0.00
2004	902074	Tax	\$16.76	\$0.00	\$0.00	\$0.00	\$16.76	\$0.00
2003	901902	Tax	\$17.16	\$0.00	\$0.00	\$0.00	\$17.16	\$0.00
2002	901843	Tax	\$20.54	\$0.00	\$0.00	\$0.00	\$20.54	\$0.00
2001	901852	Tax	\$18.88	\$0.00	\$0.00	\$0.00	\$18.88	\$0.00
2000	1002004	Tax	\$16.16	\$0.00	\$0.00	\$0.00	\$16.16	\$0.00
1999	503013	Tax	\$18.59	\$0.00	\$0.00	\$0.00	\$18.59	\$0.00
1998	503310	Tax	\$18.92	\$0.00	\$0.00	\$0.00	\$18.92	\$0.00
1997	402884	Tax	\$19.87	\$0.00	\$0.00	\$0.00	\$19.87	\$0.00
1996	402937	Tax	\$20.98	\$0.00	\$0.00	\$0.00	\$20.98	\$0.00
			\$407.12	\$0.00	\$25.00	\$134.28	\$337.18	\$229.22



David M. Clouse
Sheriff

Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/19/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the home is in an unknown location. The Navajo County Sheriff's Office previously requested abatement of this unit 2017 but didn't not include the current year. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 614962501

SEE ATTACHED

Roll Number(s): 902740

:

Year: 2017

Balance: \$73.95

Description of Property: MH 1964 ARTCRAFT 12X52
VIN# 52B2765

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerome Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

RECEIVED
AUG 21 2024

BY: _____

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Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

COOPER JAMES L OR CAROL L MH 1964 ARTCRAFT 12X52 VIN# 52B2765
C/O SPRING LEAF FINANCIAL SERVI
601 NORTHWEST 2ND ST
EVANSVILLE IN 47708

Tax ID: 614962501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	902740	Tax	\$33.58	\$0.00	\$5.00	\$35.82	\$0.00	\$74.40
2016	902723	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	902618	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	902575	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	902527	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	902668	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	902727	Tax	\$24.34	\$0.00	\$0.00	\$0.49	\$24.83	\$0.00
2010	902717	Tax	\$22.36	\$0.00	\$5.00	\$3.58	\$30.94	\$0.00
2009	902641	Tax	\$23.60	\$0.00	\$5.00	\$1.89	\$30.49	\$0.00
2008	902561	Tax	\$23.46	\$0.00	\$5.00	\$6.56	\$35.02	\$0.00
2007	900705	Tax	\$22.78	\$0.00	\$5.00	\$10.02	\$37.80	\$0.00
2006	900708	Tax	\$21.52	\$0.00	\$5.00	\$12.92	\$39.44	\$0.00
2005	900725	Tax	\$24.12	\$0.00	\$5.00	\$18.34	\$47.46	\$0.00
2004	900733	Tax	\$22.56	\$0.00	\$5.00	\$20.76	\$48.32	\$0.00
2003	900669	Tax	\$20.58	\$0.00	\$5.00	\$20.69	\$46.27	\$0.00
2002	900643	Tax	\$20.42	\$0.00	\$5.00	\$22.60	\$48.02	\$0.00
2001	900648	Tax	\$18.78	\$0.00	\$5.00	\$23.78	\$47.56	\$0.00
2000	1000715	Tax	\$14.24	\$0.00	\$5.00	\$20.12	\$39.36	\$0.00
1999	501109	Tax	\$13.54	\$0.00	\$0.00	\$0.00	\$13.54	\$0.00
1998	501224	Tax	\$14.04	\$0.00	\$0.00	\$0.00	\$14.04	\$0.00
1997	401039	Tax	\$12.52	\$0.00	\$0.00	\$0.00	\$12.52	\$0.00
1996	401043	Tax	\$13.58	\$0.00	\$0.00	\$0.00	\$13.58	\$0.00
			\$346.02	\$0.00	\$60.00	\$197.57	\$529.19	\$74.40



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/19/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the home is in an unknown location. The Navajo County Sheriff's Office previously requested abatement of this unit 2017 but didn't not include the current year. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 207952601

SEE ATTACHED

Roll Number(s): 902407

Year: 2017

Balance: \$90.22

:

Description of Property: MH 1971 KNOB HILL 12X60
VIN# 1260157DA

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jerome Hepp", written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

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Navajo County Treasurer

Owner

Wednesday, August 21, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

CUFFMAN CASSANDRA
C/O MIKE WHITNEY
PO BOX 831
SHOW LOW AZ 85902

MH 1971 KNOB HILL 12X60 VIN# 1260157DA

Tax ID: 207952601

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	902407	Tax	\$41.50	\$0.00	\$5.00	\$44.26	\$0.00	\$90.76
2016	902381	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	902273	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	902222	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	902166	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	901678	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	901739	Tax	\$44.48	\$0.00	\$5.00	\$4.30	\$53.78	\$0.00
2010	902260	Tax	\$42.08	\$0.00	\$5.00	\$10.66	\$57.74	\$0.00
2009	902173	Tax	\$42.20	\$0.00	\$5.00	\$17.45	\$64.65	\$0.00
2008	902084	Tax	\$38.42	\$0.00	\$5.00	\$23.56	\$66.98	\$0.00
2007	900773	Tax	\$31.88	\$0.00	\$5.00	\$24.66	\$61.54	\$0.00
2006	900779	Tax	\$36.38	\$0.00	\$5.00	\$33.96	\$75.34	\$0.00
2005	900805	Tax	\$44.92	\$0.00	\$5.00	\$49.12	\$99.04	\$0.00
2004	900822	Tax	\$39.94	\$0.00	\$5.00	\$50.06	\$95.00	\$0.00
2003	900759	Tax	\$41.38	\$0.00	\$5.00	\$57.69	\$104.07	\$0.00
2002	900721	Tax	\$40.16	\$0.00	\$5.00	\$49.64	\$94.80	\$0.00
2001	900729	Tax	\$40.42	\$0.00	\$5.00	\$53.90	\$99.32	\$0.00
2000	1000801	Tax	\$31.93	\$0.00	\$5.00	\$0.86	\$37.79	\$0.00
1999	501260	Tax	\$39.53	\$0.00	\$5.00	\$68.00	\$112.53	\$0.00
1998	501385	Tax	\$40.79	\$0.00	\$5.00	\$76.68	\$122.47	\$0.00
1997	401182	Tax	\$36.34	\$0.00	\$5.00	\$74.62	\$115.96	\$0.00
1996	401608	Tax	\$37.65	\$0.00	\$0.00	\$0.00	\$37.65	\$0.00
			\$670.00	\$0.00	\$80.00	\$639.42	\$1,298.66	\$90.76



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/19/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

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Tax I. D. Number: 151282501

SEE ATTACHED

Roll Number(s): 902024

Year: 2017

Balance: \$77.03

:

Description of Property: MH 1973 VALLEY 12X60
VIN# SPA3576E

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in blue ink, appearing to read "J Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

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ncto@navajocountyaz.gov

CURLEY JOSEPH H OR LILLIE J
% THOMPSON BILL OR VIRGINIA
PO BOX 164
WINSLOW AZ 86047

MH 1973 VALLEY 12X60 VIN# SPA3576E

Tax ID: 151282501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	902024	Tax	\$35.08	\$0.00	\$5.00	\$37.42	\$0.00	\$77.50
2011	900254	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	902209	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	902116	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	902024	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	900782	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	900789	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	900814	Tax	\$45.80	\$0.00	\$0.00	\$0.62	\$46.42	\$0.00
2004	900830	Tax	\$44.62	\$0.00	\$0.00	\$0.00	\$44.62	\$0.00
2003	900765	Tax	\$44.02	\$0.00	\$0.00	\$0.00	\$44.02	\$0.00
2002	900728	Tax	\$40.46	\$0.00	\$5.00	\$19.96	\$65.42	\$0.00
2001	900739	Tax	\$40.60	\$0.00	\$0.00	\$0.00	\$40.60	\$0.00
2000	1000811	Tax	\$32.53	\$0.00	\$0.00	\$0.00	\$32.53	\$0.00
1999	501278	Tax	\$43.45	\$0.00	\$0.00	\$0.00	\$43.45	\$0.00
1998	501403	Tax	\$40.87	\$0.00	\$0.00	\$0.00	\$40.87	\$0.00
1997	401198	Tax	\$42.03	\$0.00	\$0.00	\$0.00	\$42.03	\$0.00
1996	401202	Tax	\$46.87	\$0.00	\$0.00	\$0.00	\$46.87	\$0.00
1993	401350	Tax	\$42.20	\$0.00	\$5.00	\$84.96	\$132.16	\$0.00
1992	401374	Tax	\$38.56	\$0.00	\$5.00	\$85.51	\$129.07	\$0.00
			\$537.09	\$0.00	\$20.00	\$228.47	\$708.06	\$77.50



David M. Clouse
Sheriff

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

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Date: 08/19/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the home previously burned down in January 2018. The Navajo County Assessor's Office has removed from all future rolls. Please abate all prior years.

Tax I. D. Number: 130016501


SEE ATTACHED

Roll Number(s): 901762	Year: 2017	Balance: \$246.97
: 901849	Year: 2018	Balance: \$265.42

Description of Property: MH 1997 FLEETWOOD 13X17
VIN# TXFLV12A78315FD12

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,


Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

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Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

FAUST SHEENA &/OR OHLSON JUL MH 1997 FLEETWOOD 13X70 VIN# TXFLV12A78315FD12

PO BOX 3172

OVERGAARD AZ 85933-3172

Tax ID: 130016501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	901762	Tax	\$117.84	\$0.00	\$5.00	\$125.69	\$0.00	\$248.53
2016	901849	Tax	\$117.66	\$0.00	\$5.00	\$144.33	\$0.00	\$266.99
2015	901910	Tax	\$115.52	\$0.00	\$5.00	\$10.78	\$131.30	\$0.00
2014	901989	Tax	\$121.28	\$0.00	\$5.00	\$15.37	\$141.65	\$0.00
2013	902095	Tax	\$111.92	\$0.00	\$5.00	\$17.91	\$134.83	\$0.00
			\$584.22	\$0.00	\$25.00	\$314.08	\$407.78	\$515.52



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/26/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the unit was previously abated due to a Board Order in 2013. The Navajo County Assessors's Office determined that the unit was previously demolished and removed from all future tax rolls. Please abate all prior years

Tax I. D. Number: 100009001

SEE ATTACHED

Roll Number(s): 901328	Year: 2016	Balance: \$71.75
: 901359	Year: 2015	Balance: \$80.04
: 901404	Year: 2014	Balance: \$87.18
: 901458	Year: 2013	Balance: 86.66

Description of Property: MH 1965 DARBY CRAFT 2X57
VIN# 651257500125

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 28, 2024

Kari Lopez

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Holbrook, AZ 86025-0668

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ncto@navajocountyaz.gov

DAZEN FERRANDA ROSE

MOBILE 1965 DARBY CRAFT 12/57 VIN# 651257500125,995

PO BOX 2793

WHITERIVER AZ 85941

Tax ID: 100009001

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2016	901328	Tax	\$30.16	\$0.00	\$5.00	\$36.99	\$0.00	\$72.15
2015	901359	Tax	\$31.62	\$0.00	\$5.00	\$43.85	\$0.00	\$80.47
2014	901404	Tax	\$32.44	\$0.00	\$5.00	\$50.18	\$0.00	\$87.62
2013	901458	Tax	\$30.32	\$0.00	\$5.00	\$51.75	\$0.00	\$87.07
2012	902619	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	902678	Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$124.54	\$0.00	\$20.00	\$182.77	\$0.00	\$327.31



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/26/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the unit is title in the state of New Mexico. The Navajo County Assessor's Office has removed the unit from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 160018601


SEE ATTACHED

Roll Number(s): 902215	Year: 2016	Balance: \$118.59
:	Year:	Balance:
:	Year:	Balance:
:	Year:	Balance:

Description of Property: MH 1992 KOUNTRY AIRE 8X35
VIN# 1NFWR3524N0020851

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,


Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Wednesday, August 28, 2024

Navajo County Treasurer

Owner

Kari Lopez

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Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

CATT SHARON LEE

1992 KOUNTRY AIRE 8X35 VIN# 1NFWR3524N0020851

7633 E SAYAN ST
MESA AZ 85207-1866

Tax ID: 160018601 **Figures below based on 09/30/2024**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2016	902215	Tax	\$51.32	\$0.00	\$5.00	\$62.95	\$0.00	\$119.27
			\$51.32	\$0.00	\$5.00	\$62.95	\$0.00	\$119.27



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/26/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner has been found to be deceased. The unit was sold to him several years ago and it was noted that it was to be taken out of county and demolished. Location of the unit is unknown. The Navajo County Assessors Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 160021201

SEE ATTACHED

Roll Number(s): 902239	Year: 2016	Balance: \$52.36
:	Year:	Balance:
:	Year:	Balance:
:	Year:	Balance:

Description of Property: MH 1988 CREE 8X36
VIN# 1F9FLOW2LJ1106019

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Wednesday, August 28, 2024

Navajo County Treasurer

Owner

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

FAYDEN BRIAN TIMOTHY

MH 1988 CREE 8X36 VIN# 1G9FLOW2LJ1106019

PO BOX 603
ARIVACA AZ 85601-0603

Tax ID: 160021201 **Figures below based on 09/30/2024**

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2016	902239	Tax	\$21.40	\$0.00	\$5.00	\$26.25	\$0.00	\$52.65
			\$21.40	\$0.00	\$5.00	\$26.25	\$0.00	\$52.65



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/26/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the previous owner is unlocatable and the home has been sold to a Native American who is residing on Navajo Reservation land. We are unable to seize said property. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 346399001

SEE ATTACHED

Roll Number(s): 902500	Year: 2016	Balance: \$88.27
: 902393	Year: 2015	Balance: \$89.73
: 902345	Year: 2014	Balance: \$121.54
: 902295	Year: 2013	Balance: \$125.23

Description of Property: MH 1970 PRINCE MT VERNON 12X64
VIN# K6326

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerome Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 28, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

NANOSKI AMERY OR CORAL

1970 PRINCE MT VERNON ZIM X

PO BOX 915

KAYENTA AZ 86033-0915

Tax ID: 346399001

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2016	902500	Tax	\$37.62	\$0.00	\$5.00	\$46.15	\$0.00	\$88.77
2015	902393	Tax	\$35.70	\$0.00	\$5.00	\$49.51	\$0.00	\$90.21
2014	902345	Tax	\$46.00	\$0.00	\$5.00	\$71.14	\$0.00	\$122.14
2013	902295	Tax	\$44.64	\$0.00	\$5.00	\$76.19	\$0.00	\$125.83
2012	900079	Tax	\$43.62	\$0.00	\$5.00	\$81.42	\$0.00	\$130.04
2011	900058	Tax	\$45.64	\$0.00	\$5.00	\$92.50	\$0.00	\$143.14
2010	902423	Tax	\$47.92	\$0.00	\$5.00	\$104.78	\$0.00	\$157.70
2009	902339	Tax	\$49.48	\$0.00	\$5.00	\$116.12	\$0.00	\$170.60
2008	902252	Tax	\$46.38	\$0.00	\$5.00	\$118.12	\$0.00	\$169.50
2007	902659	Tax	\$24.18	\$0.00	\$5.00	\$65.44	\$0.00	\$94.62
2006	902644	Tax	\$40.64	\$0.00	\$0.00	\$0.00	\$40.64	\$0.00
2005	902618	Tax	\$50.62	\$0.00	\$0.00	\$0.00	\$50.62	\$0.00
2004	902664	Tax	\$41.92	\$0.00	\$0.00	\$0.00	\$41.92	\$0.00
2003	902020	Tax	\$42.84	\$0.00	\$0.00	\$0.00	\$42.84	\$0.00
2002	901955	Tax	\$32.90	\$0.00	\$0.00	\$0.00	\$32.90	\$0.00
2001	901954	Tax	\$39.32	\$0.00	\$0.00	\$0.00	\$39.32	\$0.00
2000	1002115	Tax	\$11.35	\$0.00	\$0.00	\$0.00	\$11.35	\$0.00
1999	503204	Tax	\$34.59	\$0.00	\$0.00	\$0.00	\$34.59	\$0.00
1998	503516	Tax	\$34.47	\$0.00	\$0.00	\$0.00	\$34.47	\$0.00
1997	403048	Tax	\$46.59	\$0.00	\$0.00	\$0.00	\$46.59	\$0.00
1996	403116	Tax	\$37.99	\$0.00	\$0.00	\$0.00	\$37.99	\$0.00
			\$834.41	\$0.00	\$50.00	\$821.37	\$413.23	\$1,292.55



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/6/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the home was registered with Arizona Motor Vehicle Department to be residing in Apache County as of November of 2015. The Navajo County Assessor's Office has removed this unit from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 040009101

SEE ATTACHED

Roll Number(s): 900407	Year: 2017	Balance: \$364.79
:	Year:	Balance:
:	Year:	Balance:
:	Year:	Balance:

Description of Property: MH 1980 CENTURION 6X46
VIN# C81698A&B

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerome Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 28, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

EAGLE AIR MED

MH 1980 CENTURION 26X46 VIN# C8169A*B

7/31/19 post card mailed on 7/19 for delinquent taxes was returned jr

10888 S 300 W

SOUTH JORDAN UT 84095-4043

Tax ID: 040009101

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	900407	Tax	\$175.22	\$0.00	\$5.00	\$186.91	\$0.00	\$367.13
2016	900418	Tax	\$147.02	\$0.00	\$0.00	\$0.00	\$147.02	\$0.00
2015	900423	Tax	\$142.30	\$0.00	\$0.00	\$0.00	\$142.30	\$0.00
2014	900438	Tax	\$186.92	\$0.00	\$0.00	\$0.00	\$186.92	\$0.00
2013	900447	Tax	\$188.32	\$0.00	\$0.00	\$0.00	\$188.32	\$0.00
2012	900009	Tax	\$187.42	\$0.00	\$0.00	\$0.00	\$187.42	\$0.00
2011	900013	Tax	\$196.84	\$0.00	\$0.00	\$0.00	\$196.84	\$0.00
2010	900563	Tax	\$246.16	\$0.00	\$5.00	\$141.13	\$392.29	\$0.00
2009	900605	Tax	\$254.16	\$0.00	\$5.00	\$186.39	\$445.55	\$0.00
2008	900627	Tax	\$238.24	\$0.00	\$5.00	\$22.23	\$265.47	\$0.00
2007	900966	Tax	\$127.22	\$0.00	\$5.00	\$11.87	\$144.09	\$0.00
2006	900974	Tax	\$224.72	\$0.00	\$0.00	\$5.99	\$230.71	\$0.00
2005	900997	Tax	\$258.80	\$0.00	\$5.00	\$44.86	\$308.66	\$0.00
2004	901023	Tax	\$231.80	\$0.00	\$0.00	\$0.00	\$231.80	\$0.00
			\$2,805.14	\$0.00	\$30.00	\$599.38	\$3,067.39	\$367.13



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/20/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner has been found to be deceased and the Assessors office states the location of the mobile home is now unknow The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years

Tax I. D. Number: 070024501

SEE ATTACHED

Roll Number(s): 900843	Year: 2017	Balance: \$153.99
: 900873	Year: 2016	Balance: \$178.80
: 900891	Year: 2015	Balance: \$191.93
: 900916	Year: 2014	Balance: \$201.54

Description of Property: MH 1984 SCHULT 14X60
VIN# B195820

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Navajo County Treasurer

Owner

Wednesday, August 28, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

ROBBINS PHILLIP A OR SHIRLEY R MH 1984 SCHULT 14X60 VIN# B195820

1065 N IRONWOOD
APACHE JUNCTION AZ 85220

Tax ID: 070024501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	900843	Tax	\$72.56	\$0.00	\$5.00	\$77.40	\$0.00	\$154.96
2016	900873	Tax	\$78.52	\$0.00	\$5.00	\$96.32	\$0.00	\$179.84
2015	900891	Tax	\$78.76	\$0.00	\$5.00	\$109.21	\$0.00	\$192.97
2014	900916	Tax	\$77.58	\$0.00	\$5.00	\$119.99	\$0.00	\$202.57
2013	900937	Tax	\$86.36	\$0.00	\$0.00	\$2.30	\$88.66	\$0.00
2012	903184	Tax	\$81.76	\$0.00	\$0.00	\$14.17	\$95.93	\$0.00
2011	903248	Tax	\$81.22	\$0.00	\$5.00	\$27.07	\$113.29	\$0.00
2010	901173	Tax	\$72.02	\$0.00	\$5.00	\$35.53	\$112.55	\$0.00
2009	901275	Tax	\$72.76	\$0.00	\$5.00	\$6.79	\$84.55	\$0.00
2008	901354	Tax	\$66.72	\$0.00	\$5.00	\$13.28	\$85.00	\$0.00
			\$768.26	\$0.00	\$40.00	\$502.06	\$579.98	\$730.34



Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/20/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner unlocateable and the unit is in an unknown location. The Navajo County Sheriff's Office requested abatement previously in July 2018. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years

Tax I. D. Number: 110019601


SEE ATTACHED

Roll Number(s): 901511	Year: 2017	Balance: \$323.10
: 901577	Year: 2016	Balance: \$378.57
: 901628	Year: 2015	Balance: \$428.03
: 901691	Year: 2014	Balance: \$474.07

Description of Property: MH 1995 FLEETWOOD/SAVANA 8X33
VIN# 1EG5M3322D4060746

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,


Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Wednesday, August 28, 2024

Navajo County Treasurer

Owner

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

OCALLAHAN DAWN THOMAS RON MOBILE1995 FLEETWOOD/SAVANNA 8/33 VIN#
1EG5M3322S4060746* 27,620
3017 S LAS PALMAS
MESA AZ 85202

Tax ID: 110019601				Figures below based on 09/30/2024				
Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	901511	Tax	\$154.92	\$0.00	\$5.00	\$165.25	\$0.00	\$325.17
2016	901577	Tax	\$168.78	\$0.00	\$5.00	\$207.03	\$0.00	\$380.81
2015	901628	Tax	\$178.24	\$0.00	\$5.00	\$247.15	\$0.00	\$430.39
2014	901691	Tax	\$185.16	\$0.00	\$5.00	\$286.38	\$0.00	\$476.54
2013	901761	Tax	\$170.94	\$0.00	\$5.00	\$291.74	\$0.00	\$467.68
2012	901258	Tax	\$152.24	\$0.00	\$0.00	\$0.00	\$152.24	\$0.00
2011	901282	Tax	\$123.30	\$0.00	\$0.00	\$0.00	\$123.30	\$0.00
			\$1,133.58	\$0.00	\$25.00	\$1,197.55	\$275.54	\$2,080.59



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 08/20/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is found to be deceased and the unit moved to Marciopa County with an unknown owner. Navajo County Assessor's Office has removed this unit from all future tax rolls. Please abate all prior years

Tax I. D. Number: 130014801

SEE ATTACHED

Roll Number(s): 901750	Year: 2017	Balance: \$17.19
: 901837	Year: 2016	Balance: \$19.48
: 901898	Year: 2015	Balance: \$20.38
: 901976	Year: 2014	Balance: \$21.56

Description of Property: MH 1974 CARMEL 14X70
VIN# 366

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

A handwritten signature in black ink, appearing to read "J Hepp", is written over a horizontal line.

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Wednesday, August 28, 2024

Navajo County Treasurer

Owner

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

RUSH DEBORAH KAY

MH 1974 CARMEL 14X70 VIN# 366

8280 W SHELBURNE RD
WHILHOIT AZ 86332-5007

Tax ID: 130014801

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	901750	Tax	\$6.32	\$0.00	\$5.00	\$6.74	\$0.00	\$18.06
2016	901837	Tax	\$6.54	\$0.00	\$5.00	\$8.02	\$0.00	\$19.56
2015	901898	Tax	\$6.48	\$0.00	\$5.00	\$8.98	\$0.00	\$20.46
2014	901976	Tax	\$6.54	\$0.00	\$5.00	\$10.12	\$0.00	\$21.66
2013	902078	Tax	\$6.80	\$0.00	\$5.00	\$11.61	\$0.00	\$23.41
			\$32.68	\$0.00	\$25.00	\$45.47	\$0.00	\$103.15



Board of Supervisors Regular

1. h.

Meeting Date: 09/10/2024

Title: License Agreement BNSF Railway and Navajo County for Fiber Optic Line Across Railway Property

Submitted For: Grant Evans, Capital Projects Manager

Submitted By: Grant Evans, Capital Projects Manager

Department: Public Works

Motion before the Board:

License Agreement between BNSF Railway Company and Navajo County for installing fiber optic infrastructure across railway property for our broadband project, and granting authority to Capital Projects Manager to sign any future documents necessary for this Agreement

Background:

The Navajo County middle mile broadband infrastructure project requires that our conduit and fiber cross under the BNSF Railway in Holbrook. BNSF has jurisdiction over this railroad crossing and requires us to enter into this agreement to install our conduit and fiber within the railroad right-of-way. ADOT also requires that we have this agreement in place as a condition of issuance of their permit for this segment of our project. The term of the Agreement is for 20 years.

The fees associated with this license agreement were anticipated during contract negotiations and are included in our contract with eX2 Technology, thus resulting in no increase to the contract.

Attachments

License Agreement

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	08/30/2024 10:26 AM
Brandt Clark	Brandt Clark	09/04/2024 10:13 AM
Public Works Director	Madhav Mundle	09/05/2024 04:51 PM
Form Started By: Grant Evans		Started On: 08/30/2024 09:39 AM
Final Approval Date: 09/05/2024		

**LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE,
AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY**

THIS LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE AND/OR FIBER OPTIC LINE ("License") is made to be effective _____, 20__ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **NAVAJO COUNTY, ARIZONA**, an Arizona municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**") a communication line, television cable, and/or a fiber optic line containing a maximum of two (2) conduits, together with all conductors and their supporting or containing structures (collectively, the "**Communication Line**"), across or along Licensor's rail corridor at or near the station of Holbrook, County of Navajo, State of Arizona, Line Segment 7200, Mile Post 253.10 as shown on the attached Drawing No. 88837, dated August 28, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**"). Licensee warrants that it has exercised due care in establishing the Drawings and Specifications and has conducted testing and carefully assessed the design process to conclude that the risks associated with using and operating the Communication Line as intended by Licensee will not pose any unreasonable risks to Licensor or to the Premises.
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Communication Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Seven Thousand Four Hundred and No/100 Dollars (\$7,400.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Communication Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-

half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Communication Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. **Right to Require Relocation.** If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Communication Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Communication Line as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Communication Line, or the construction of a new line to replace the Communication Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Communication Line promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Communication Line.**

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Wireline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensors's Roadmaster of entry onto the Premises, at the telephone (509) 856-417 or (928) 289-7840, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Communication Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Communication Line, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Communication Line in such a manner and of such material that the Communication Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Communication Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Communication Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Communication Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Communication Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Communication Line, it being solely Licensee's responsibility to ensure that the Communication Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.
- 11.9 Licensee shall, at its sole cost and expense, construct and at all times maintain the Communication Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Communication Line is strictly prohibited unless advance written approval is granted by Licensor, which

approval Licensor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground line shall be installed at least forty-eight (48) inches below grade level.

- 11.10 When approved in advance by Licensor, for any horizontal directional drilling ("HDD") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Licensor flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line by contacting Licensor's Telecommunications, currently at 1-800-533-2891, option 1, then option 7, Helpdesk at least thirty (30) business days prior to installation of the Communication Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable

attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) **"Licensee Parties"** means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**

13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable

attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$2,000,000 per occurrence and an aggregate limit of at least \$4,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing operations and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance

- a. The policy will provide coverage of all employees performing any part of the work or services including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Communication Line. **THE CONSTRUCTION OF THE COMMUNICATION LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Communication Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$506.00.

- ☐ Licensee **elects** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

- 15.5.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.5.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

- 15.5.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.5.5 Prior to entering the Premises or commencing the services or work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.5.6 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.5.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.5.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.5.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.5.15 In the event of a claim or lawsuit involving Licensor arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to Licensor.
- 15.5.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, Licensor requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor.
- 15.5.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby

regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services performed under this License is performed.

15.5.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance and use of the Communication Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Communication Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Communication Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensors with proof, satisfactory to Licensors that Licensee is in compliance with the provisions of this **Section 17.2**.

- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Communication Line which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE COMMUNICATION LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensors of the affected rail corridor, Licensors shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensors is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensors to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Communication Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
- 23.5 Licensee agrees not to assert that termination of this License is a discontinuance in service that requires prior approval by the FCC and represents and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this License.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Communication Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Communication Line with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date or as otherwise agreed to by Licensor.

- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Communication Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Communication Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Communication Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Communication Line and the other Improvements to Licensors for no additional consideration at no additional cost.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature,

kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensors shall have the right to transfer or assign, in whole or part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131-2830
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131-2830
Attn: Senior Manager Real Estate

If to Licensee: Navajo County, Arizona
~~1044 N. 115th Street, Suite 200~~ 100 E. Code Talkers Drive
~~Omaha, NE 68154~~ P.O. Box 668
Holbrook, AZ 86025

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Communication Line and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

Title: Patricia Villegas
Vice President, Permits _____

Date: _____

LICENSEE:

Navajo County, Arizona, an Arizona municipality

By: _____

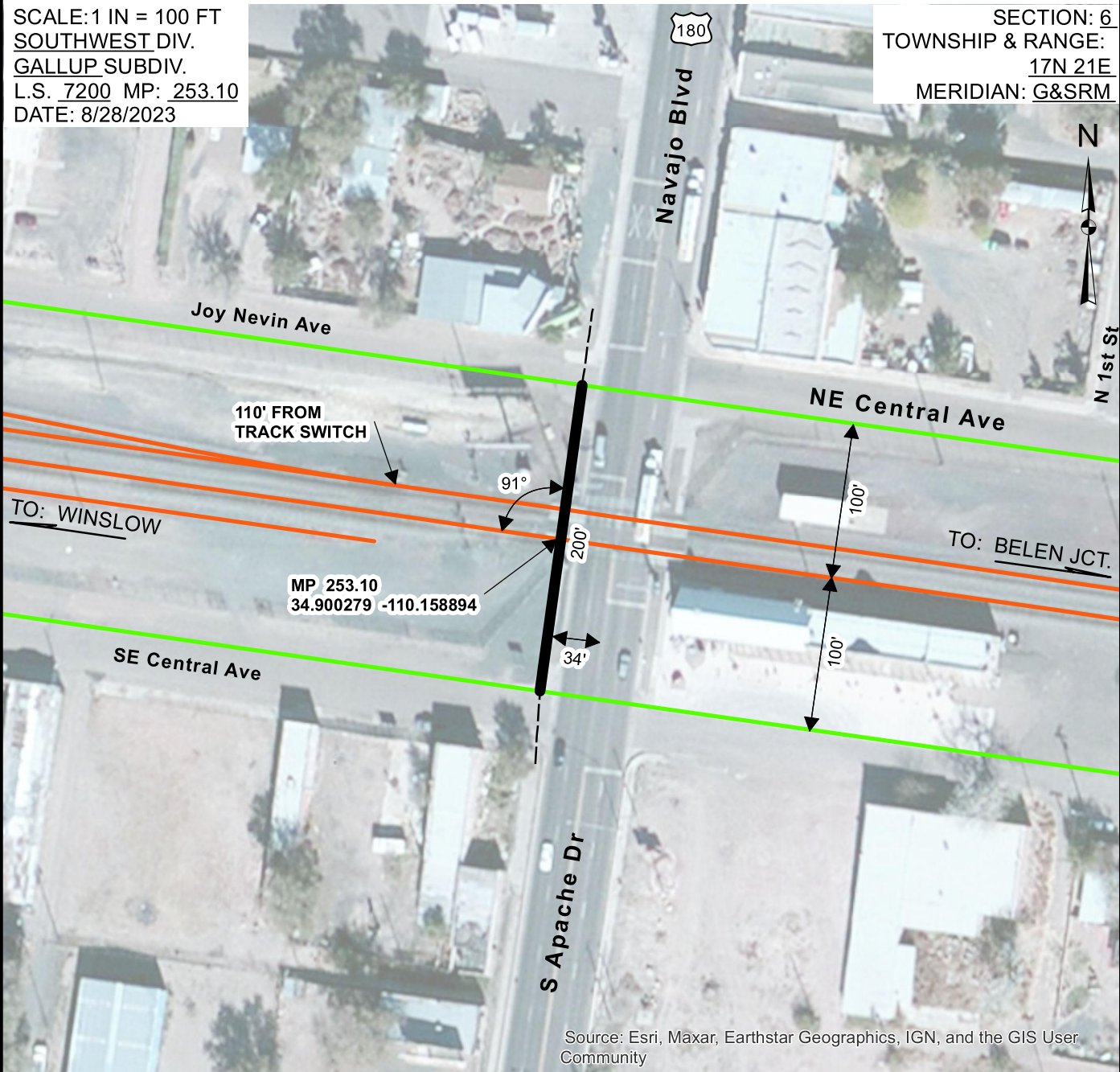
Title: _____

Date: _____

EXHIBIT "A"

SCALE: 1 IN = 100 FT
SOUTHWEST DIV.
GALLUP SUBDIV.
L.S. 7200 MP: 253.10
DATE: 8/28/2023

SECTION: 6
TOWNSHIP & RANGE:
17N 21E
MERIDIAN: G&SRM



NOTE:
1-4" HDPE OCCUPIED CONDUIT W/
2-1.25" HDPE INNERDUCTS
1 OCCUPIED W/
1-288 CT FIBER OPTIC CABLE
1 VACANT

DESCRIPTION OF WIRES UNDER TRACK
WIRES LOCATED AS SHOWN BOLD

NUMBER OF CONDUITS VOLTAGE	TYPE	FIBER OPTIC	SIZE OF CONDUIT	CONDUIT MATERIAL	WALL THICKNESS	LENGTH ON R/W	BASE OF RAIL TO TOP OF CONDUIT

NOTE: CONDUIT TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

HOLBROOK
COUNTY OF NAVAJO

STATE OF AZ

JNC



Board of Supervisors Regular

1. i.

Meeting Date: 09/10/2024

Title: Extension of data service sharing IGA with Pinal County workforce department

Submitted For: Jeremy Flowers, Executive Director

Submitted By: Jeremy Flowers, Executive Director

Department: Northeastern Az Innovative Workforce

Motion before the Board:

Extend the Intergovernmental Agreement with Pinal County for online Economic/Workforce Modeling Tool Subscription Services to share the cost of access to the Lightcast Labor Market Information database

Background:

Providing Labor Market Information is an essential capability of a workforce development program. By sharing the cost with Pinal County's workforce program, both Pinal and the Northeastern region can more affordably gain access to this service. Currently, the NEAZ team manages this service and shares access with Pinal County; the IGA allows Pinal County to send their half of the payment. Previous iterations of the IGA have had to be re-approved annually, but this time both county's legal departments have approved the addition of language that makes the IGA stand until actively terminated by one of the parties.

Fiscal Impact

Fiscal Year: 24/25

Budgeted Y/N: Y

Amount Requested:

Fiscal Impact:

The proposed agreement does not have a cost attached and allows the department to receive funds from Pinal County. The total cost of the Labor Market Information system is \$28,000 per year including tax; Pinal County contributes \$14,000 per year. All costs associated with this are paid from WIOA fund streams and have no fiscal impact to the county's regular budget.

Attachments

IGA with Pinal County

Form Review

Inbox

Bryan Layton

Jason Moore

Bryan Layton

Form Started By: Jeremy Flowers

Final Approval Date: 09/04/2024

Reviewed By

Melissa Buckley

Jason Moore

Melissa Buckley

Date

08/30/2024 01:13 PM

08/30/2024 01:46 PM

09/04/2024 09:45 AM

Started On: 08/30/2024 10:00 AM

**INTERGOVERNMENTAL AGREEMENT
FOR ONLINE ECONOMIC/WORKFORCE MODELING TOOL SUBSCRIPTION SERVICES
between
PINAL COUNTY
and
NAVAJO COUNTY AS CHIEF ELECTED OFFICIAL FOR
THE NORTHEASTERN ARIZONA LOCAL WORKFORCE DEVELOPMENT BOARD**

This Intergovernmental Agreement for Online Economic/Workforce Modeling Tool Subscription Services (“**Agreement**”) is entered into pursuant to A.R.S. §§ 11-951 et seq. by and between **PINAL COUNTY**, a political subdivision of the State of Arizona, by and through the Pinal County Economic and Workforce Development Department (“**Pinal County**”) and **NAVAJO COUNTY**, a political subdivision of the State of Arizona, as the Chief Elected Official for the Northeastern Arizona Local Workforce Development Board (“**Navajo County**”) for the provision and acquisition of online economic and workforce development modeling tool subscription services. **Pinal County** and **Navajo County** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Pinal County and Navajo County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*; and,

WHEREAS, pursuant to by A.R.S. §§ 11-591 et seq. Pinal County has established the Pinal County Economic and Workforce Development Department, which includes personnel qualified and appointed to perform the duties of the Department; and,

WHEREAS, both Parties desire to efficiently share available resources in providing necessary tools to assist in the analyzing of each county’s economic and workforce landscape; and,

WHEREAS, both Parties agree to the value of timely and nationally recognized data sets bring to the economic and workforce efforts of each; and,

WHEREAS, the Parties to this Agreement have determined it is cost effective to equally share subscription services and associated costs for online economic and workforce development subscription services; and,

WHEREAS, Pinal County and Navajo County desire to enter into this Agreement for joint and cooperative action whereby the cost and available licenses for access will be equally shared by both Parties.

AGREEMENT

NOW THEREFORE, Pinal County and Navajo County, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

- 1. PURPOSE AND INTENT.** The purpose of this Agreement is to set forth the financial and access parameters of shared subscription services for equal access to the use of an agreed upon online economic and workforce development modeling tool between Pinal County and Navajo County, and to address legal and administrative matters among the Parties.
- 2. TERM, TERMINATION, AND EXTENSION.**
 - A. Term.** Unless terminated as otherwise provided in this Agreement, this Agreement shall become effective on the 1st day of May, 2024 and shall remain in effect for one (1) year thereafter unless otherwise terminated or extended as provided herein. Thereafter this Agreement will automatically renew annually for up to five (5) supplemental one-year terms with the final term ending April 30, 2030.

B. Termination. Either Party may terminate this Agreement, with or without cause, by providing sixty (60) days advance written notice of termination to the other Party.

C. Extension. The Parties, by mutual written agreement, may extend this Agreement at any time.

3. MUTUAL OBLIGATIONS.

A. Under this Agreement, Pinal County agrees to:

1. An equal share of an agreed upon subscription to an agreed upon online economic and workforce development modeling tool;
2. Reimburse Navajo County based on an agreed upon payment schedule for exactly one-half of the subscription cost for equal access to establish online accounts with the agreed upon tool; and
3. Provide a billing/invoice contact to Navajo County for any necessary correspondence pursuant to this Agreement.

B. Under this Agreement, Navajo County agrees to:

1. Serve as the fiscal agent and administrator of the subscription;
2. Recognize Pinal County as an equal “owner” of such subscription;
3. Invoice Pinal County based on an agreed upon payment schedule for exactly one-half of the subscription cost for equal access to establish online accounts with the agreed upon tool; and
4. Provide a billing/invoice contact to Pinal County for any necessary correspondence pursuant to this Agreement.

4. BILLING AND PAYMENT. Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **Exhibit “A.”**

5. SUPERVISION, EQUIPMENT AND MATERIALS. No employee, agent, or servant of a Party shall be deemed to be an employee, agent, or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Pinal County shall have sole supervisory authority over Pinal County personnel, operations, services, property, facilities and materials; and Navajo County shall have sole supervisory authority over Navajo County personnel, operations and property.

6. PROPERTY DISPOSITION CLAUSE. The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party’s duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of partial or complete termination of this Agreement.

7. OPEN COMMUNICATIONS. Pinal County and Navajo County shall maintain open communications between each Party’s designated point of contact [“POC”] (listed in **Paragraph 10.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this Agreement. Parties shall maintain open communication regarding needs arising out of this Agreement.

8. INSURANCE. Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

9. INDEMNIFICATION.

A. To the maximum extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively

referred to as “Claims”) arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the Parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense (“MOU”) between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

C. The obligations under this Section shall survive the termination of this Agreement.

10. MISCELLANEOUS.

A. Notices. All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Navajo County/Northeastern Arizona LWDB:

Jeremy Flowers

Name

WIOA Executive Director

Title

Northeastern Arizona LWDB

Department

180 N. 9th Street

Address

Show Low, AZ 85901

City, State, ZIP

If to Pinal County:

Joel Millman, Director

Name

ARIZONA@WORK Pinal County

Department

135 N. Pinal Street

Address

Florence, AZ 85132

City, State, ZIP

B. Authority to Execute. The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such Parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make this Agreement enforceable in its entirety.

C. Modification. This Agreement shall not be modified or extended except by a mutually signed written agreement.

D. Relationship of the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this

Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a Party to this Agreement.

- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- F. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either Party's applicable immunity(ies).
- G. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each Party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Navajo County Superior Court in Holbrook, Arizona.
- H. Non-assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- I. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- J. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- K. Conflicts of Interest.** The pertinent provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- L. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- M. Compliance with Laws and Policies.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- N. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees.
- O. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to this Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

- P. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- Q. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either Party does not appropriate sufficient monies for the purpose of this Agreement.
- R. Maintaining this Agreement.** In the event of cancellation of this Agreement, the canceling Party shall have no further obligation other than for payment for services rendered prior to cancellation.
- S. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term “uncontrollable event” means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- T. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

PINAL COUNTY:

By: _____
Mike Goodman, Chairman
Pinal County Board of Supervisors

Date

NAVAJO COUNTY:

By: _____
Jason Whiting, Chair
Navajo County Board of Supervisors

Date

By: _____
David Miller, Chair
Northeastern Arizona Local Workforce

Date

ATTEST:

Natasha Kennedy, Clerk of the Board

ATTEST:

Clerk of the Board

Legal Review

The foregoing Intergovernmental Agreement has been reviewed by the undersigned attorneys who have determined that this Agreement is in proper form and is within the powers and authority of granted under the laws of the State of Arizona to each party.

PINAL COUNTY:

By: _____

_____,
Print Name

Deputy Pinal County Attorney

NAVAJO COUNTY:

By: _____

Jason Moore

Print Name

Deputy Navajo County Attorney

Exhibit A
Payment Schedule

Navajo County will invoice Pinal County for its proportionate share of subscription costs as follows:

Invoice will be submitted to Pinal County within 30 days of Navajo County remitting a payment to Lightcast, or other agreed upon provider, and shall be paid by Pinal County within 30 days of receipt of invoice from Navajo County.

**Board of Supervisors Regular****1. j.****Meeting Date:** 09/10/2024**Title:** Energy Efficiency and Conservation Block Grant (EECBG) Grant Agreement**Submitted By:** Kenichi Maruyama, Strategic Initiatives Manager**Department:** Administrative Services**Division:** Finance

Motion before the Board:

Energy Efficiency & Conversation Block Grant (EECBG) award in the amount of \$78,750 from the U.S. Department of Energy for window replacement of the County's historical courthouse building, and authorizing staff to sign grant agreement documents for implementation of the grant in compliance

Background:

The U.S. Department of Energy (USDE) Energy Efficiency and Conservation Block Grant (EECBG) is designed to assist states, local governments and Tribes in planning and implementing programs and policies to reduce energy use, reduce fossil fuel emissions and improve energy efficiency. Navajo County has been awarded \$78,750 from the EECBG Formula Grant Program. The funding will help the County conduct energy efficiency retrofits in county-owned buildings. In order to gain access to the funding, the Board authorized staff to apply for this grant funding on April 23, 2024.

The project's goal is to reduce energy consumption by installing energy efficient windows and conducting weatherization retrofits in county-own buildings. The project's activities include 1) pre-work energy assessment, 2) scope of work development, 3) procurement, 4) installation of energy efficiency windows and weatherization retrofits, and 5) post-work energy assessment. The project will be completed by May 2025. The project's annual energy saving is estimated at 72,240 MBtus.

No local match is required to accept this grant award. Staff recommend that the Board accepts the grant award and authorizes staff to sign grant agreement documents.

Fiscal Impact**Fiscal Year:** 2024-25**Budgeted Y/N:****Amount Requested:****Fiscal Impact:**

No local match is required to accept this grant award.

Attachments

Grant agreement

Project Scope of Work

Authorized Applicant Assurance Letter

Form Review

Inbox

Finance Director

Form Started By: Kenichi Maruyama

Final Approval Date: 09/02/2024

Reviewed By

Jayson Vowell

Date

09/02/2024 09:32 AM

Started On: 08/29/2024 08:19 PM

ASSISTANCE AGREEMENT

1. Award No. DE-SE0000516		2. Modification No.		3. Effective Date 09/01/2024		4. CFDA No. 81.128	
5. Awarded To COUNTY OF NAVAJO Attn: JAYSON VOWELL NAVAJO COUNTY FINANCE PO BOX 668 HOLBROOK AZ 860253479			6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585			7. Period of Performance 09/01/2024 through 08/31/2026	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007			10. Purchase Request or Funding Document No. 24SE000771		
11. Remittance Address COUNTY OF NAVAJO Attn: NAVAJO COUNTY FINANCE P.O. BOX 668 HOLBROOK AZ 860250668			12. Total Amount Govt. Share: \$78,750.00 Cost Share : \$0.00 Total : \$78,750.00		13. Funds Obligated This action: \$78,750.00 Total : \$78,750.00		
14. Principal Investigator		15. Program Manager Rosie Ricketts Phone: (000) 000-0000			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury			18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury			19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-0000000-0000000-0000000							
21. Research Title and/or Description of Project BIL: EECBG Program - County of Navajo							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer Signature on File			
23. Name and Title		24. Date Signed		26. Name of Officer Geoffrey I. Walker		27. Date Signed 08/29/2024	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000516			PAGE 2	OF 3
NAME OF OFFEROR OR CONTRACTOR COUNTY OF NAVAJO						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	<p>UEI: FH3HTA8K5456</p> <p>The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 09/01/2024 through 08/31/2026</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: GERALY AMADOR Email: gerald.amador@ee.doe.gov Phone: 240-562-1794</p> <p>DOE Project Officer: ROSIE (GLORIA) RICKETTS E-mail: rosie.ricketts@hq.doe.gov Phone: 240-981-2034</p> <p>Recipient Business Officer: JAYSON VOWELL E-mail: jayson.vowell@navajocountyaz.gov Phone: 928-524-4065</p> <p>Recipient Principal Investigator: KEN MARUYAMA E-mail: kenichi.maruyama@navajocountyaz.gov Phone: 928-524-4323</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents."</p> <p>ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: Maruyama, Ken Fund: 05461 Appr Year: 2022 Allottee: 31 Report Continued ...</p>					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF NAVAJO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

Special Terms and Conditions

County of Navajo (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2), 2 CFR 200.327, and 2 CFR 200.332.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting

Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 7. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Term 8. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJIA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral

elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share of if the work is performed by the Recipient, subrecipients, contractors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000516.”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Continued Use of Real Property and Equipment

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. continues to use the property for the authorized project purposes;
- b. complies with the applicable reporting requirements and regulatory property standards;
- c. as applicable to for-profit entities, UCC filing statements are maintained; and
- d. submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance ("Request for Continued Use"). The Recipient's written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set

forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310 – 200.316.

Term 21. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 22. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 23. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 24. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Subpart B. Financial Provisions

Term 25. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 26. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 27. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by

the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 28. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 29. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 30. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 31. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 32. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less

than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 33. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7 the obligation must be reported no later than December 31.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 1. The total federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 2. In the preceding fiscal year, the Recipient received:
 - a. 80 percent or more of the Recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).
 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
 1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards).
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 - 1. A Governmental organization, which is a State, local government, or Indian tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this award; and
 - 2. Is accountable to the Recipient for the use of the federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 1. Salary and bonus.

2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity

has provided its UEI number to the Recipient.

- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to

an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 37. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 38. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 39. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 40. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 41. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and

unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 42. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 44. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 45. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

² See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Subpart D. Award-Specific Provisions

Term 50. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Term 51. Davis-Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the Award and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 funded directly by or assisted in whole or in part by the Award are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must complete Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. Once operable, the Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to the Recipient or a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the Award starts. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 52. Signage

The Recipient is encouraged to display DOE standard infrastructure investment signage, available for download from DOE (<https://www.energy.gov/branding>), during construction of the project. Expenditures for such signage shall be a permitted eligible cost of the project.

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000516, State: AZ, Program Year: 2023

Recipient: County of Navajo

SEO title : Navajo County EECBG Project

Revision status: Active (pending add)

1. Activity

<input type="checkbox"/> Strategy Development	<input type="checkbox"/> Technical Consultant Services	<input type="checkbox"/> Building Energy Audits
<input type="checkbox"/> Financial Incentive Programs	<input checked="" type="checkbox"/> Energy Efficiency Retrofits	<input type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities
<input type="checkbox"/> Development and Implementation of Transportation Programs	<input type="checkbox"/> Building Codes and Inspections	<input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency
<input type="checkbox"/> Material Conservation Programs	<input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases	<input type="checkbox"/> Traffic Signals and Street Lighting
<input type="checkbox"/> Renewable Energy Technologies on Government Buildings	<input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	<input type="checkbox"/> Administrative
<input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only)		

Blueprints

Energy Planning
<input type="checkbox"/> 1. Energy Planning
Efficient Buildings
<input checked="" type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades
<input type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
<input type="checkbox"/> 2c. Building Electrification Campaign
<input type="checkbox"/> 2d. Building Performance Standards & Stretch Codes
Renewables
<input type="checkbox"/> 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
<input type="checkbox"/> 3b. Community Solar
<input type="checkbox"/> 3c. Solarize Campaign
<input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities
Electric Transportation
<input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification
<input type="checkbox"/> 4b. EV Charging Infrastructure for the Community
Finance
<input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds
Workforce
<input type="checkbox"/> 6. Workforce Development

2. State: AZ

3. Sectors

<input type="checkbox"/> Agriculture / Agricultural	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial	<input type="checkbox"/> Low / Limited Income	<input type="checkbox"/> State or Territory Government
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Non-profits	<input type="checkbox"/> Transportation
<input type="checkbox"/> Industrial	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Tribal / Native American
<input type="checkbox"/> K-12 Schools		

4. Technology and/or Topic Areas

<input checked="" type="checkbox"/> Audits and Assessments (Energy, Water, and Process)	<input type="checkbox"/> Environmental Justice
<input type="checkbox"/> Benchmarking	<input type="checkbox"/> Financial Incentives

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000516, State: AZ, Program Year: 2023

Recipient: County of Navajo

- | | |
|--|---|
| <input type="checkbox"/> Energy Savings Performance Contracting | <input type="checkbox"/> Fuel Cell and Hydrogen Technologies |
| <input type="checkbox"/> Biofuels | <input type="checkbox"/> Geothermal |
| <input type="checkbox"/> Building Energy Codes & Inspection Services | <input type="checkbox"/> Hydropower / Hydrokinetic Power |
| <input type="checkbox"/> Capital Investments & Financing | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Biomass | <input type="checkbox"/> On-site Renewable Energy |
| <input type="checkbox"/> Clean Energy / Clean Energy Technologies | <input type="checkbox"/> Pedestrian & Bike Infrastructure |
| <input type="checkbox"/> Commuting Infrastructure | <input type="checkbox"/> Reduce Commuting |
| <input type="checkbox"/> Distributed Energy Resources | <input type="checkbox"/> Resiliency |
| <input type="checkbox"/> Education and Outreach | <input type="checkbox"/> Retrofits |
| <input type="checkbox"/> Electric Vehicles and Infrastructure | <input type="checkbox"/> Solar |
| <input type="checkbox"/> Energy Affordability | <input type="checkbox"/> Workforce Development |
| <input type="checkbox"/> Energy Management | <input type="checkbox"/> STEM Education |
| <input type="checkbox"/> Energy Audits | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Energy Certification Programs | <input type="checkbox"/> Strategy Development |
| <input checked="" type="checkbox"/> Energy Conservation | <input type="checkbox"/> Technical Assistance |
| <input type="checkbox"/> Energy Efficiency | <input type="checkbox"/> Traffic Signals & Street Lighting |
| <input type="checkbox"/> Energy Equity | <input type="checkbox"/> Waste to Energy / Solid Waste Minimization |
| <input type="checkbox"/> Assessments & Feasibility Studies | <input checked="" type="checkbox"/> Weatherization |
| <input type="checkbox"/> ENERGY STAR | <input type="checkbox"/> Wind |
| <input type="checkbox"/> Energy Workforce Training | |

5. Estimated annual energy savings: 72,240 MBtus

6. Description (executive summary of goals and objectives)*

The project's goal is to reduce energy consumption by installing energy efficient windows and conducting weatherization retrofits in county-own buildings. The project's activities include 1) pre-work energy assessment, 2) scope of work development, 3) procurement, 4) installation of energy efficiency windows and weatherization retrofits, and 5) post-work energy assessment. The project will be completed in 12 months (June 2024 through May 2025).

7. Activity milestones

Milestone Description	Planned Amount
Assess energy consumption of the building in 2 months	1
Develop 1) the scope of work for energy efficiency retrofits & 2) SHPO review in 3 months	2
1) RFP, 2) Selection, 3) Negotiation, & 4) Contractual agreement in 3 months	4
Installation of 12 energy efficiency windows & weatherization retrofits in 3 months	12
Post-work energy assessment in 1 month	1

8. Activity performance metrics

a. Specific metric activity (required)**

1. Retrofits

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount
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U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
ACTIVITY FILE
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

Federal	
Fund Source Type: Federal	\$78,750.00
Total	\$78,750.00
b. Leveraged funds anticipated (outside approved budget)	
Fund Source	Planned Amount
<i>No records found</i>	
Total	\$0.00

*Please use additional pages if more space is needed.
**Mandatory requirement



Federal Assistance Reporting Checklist

Attachment 2		
1. Award Number: DE-SE0000516.0000	2. Program/Project Title: EECBG	
3. Recipient: County of Navajo		
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
<input checked="" type="checkbox"/> A. Performance Report <ol style="list-style-type: none"> 1. Status and Milestones 2. Quantitative 3. Narrative 	S	A. https://www.page.energy.gov
<input checked="" type="checkbox"/> B. Financial Report (SF-425)	S	B. https://www.page.energy.gov
<input type="checkbox"/> C. Other (see Special Instructions)	A5	C. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
<input checked="" type="checkbox"/> A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A)	A5	A. Send Email to DOE Project Officer
<input checked="" type="checkbox"/> B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	Y	B. https://www.page.energy.gov
<input type="checkbox"/> C. Uniform Commercial Code (UCC) Financing Statements	A5	C. https://www.page.energy.gov
<input checked="" type="checkbox"/> D. Federal Subaward Reporting System (FSRS)	A5	D. See section II. D. for instructions and due dates
<input type="checkbox"/> E. Annual Incurred Cost Proposal	A5	E. FSRS
<input checked="" type="checkbox"/> F. Single Audit: States, Locals, Tribal Governments, and Non-Profits	Y180	F. See section II. F. for instructions and due dates
<input checked="" type="checkbox"/> G. Other (see Special Instructions)	O	G. See section II. G. for instructions and due dates
<input checked="" type="checkbox"/> H. Davis Bacon <ol style="list-style-type: none"> 1. Annual Historic Preservation Report 	Y	G1. Email to project officer & EECBG.NEPA@ee.doe.gov
<input checked="" type="checkbox"/> H. Davis Bacon <ol style="list-style-type: none"> 1. Semi-Annual Davis Bacon 2. Weekly Payroll report 	S	G2. Submit via https://www.page.energy.gov
	W	H1. https://www.page.energy.gov H2. https://www.page.energy.gov
III. CLOSEOUT REPORTING		
<input checked="" type="checkbox"/> A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	F	A. https://www.page.energy.gov
<input type="checkbox"/> B. Other (see Special Instructions)	F	B. See Special Instructions



Federal Assistance Reporting Checklist

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
IV. Bipartisan Infrastructure Law Reporting <input checked="" type="checkbox"/> A. Quality Job Creation <input checked="" type="checkbox"/> 1. Direct Jobs <input checked="" type="checkbox"/> 2. Good Jobs <input checked="" type="checkbox"/> B. Equity and Justice <input checked="" type="checkbox"/> 1. Community Engagement Process <input checked="" type="checkbox"/> 2. Engagement Events and Technical Assistance <input checked="" type="checkbox"/> C. Pathway to Net-Zero <input checked="" type="checkbox"/> 1. Infrastructure Supported <input checked="" type="checkbox"/> 2. Energy Saved <input checked="" type="checkbox"/> D. One-Time Location Report	A5 Y Y 1	A.1. See Section V.D.I for instructions and due dates A.2. https://www.page.energy.gov B. https://www.page.energy.gov C. https://www.page.energy.gov D. https://www.page.energy.gov

FREQUENCY CODES AND DUE DATES:

A5 – As Specified or within five (5) calendar days after the event.

F – Final; within 120 calendar days after expiration or termination of the award.

O – Other: See instructions for further details.

P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

S – Semiannually; within 30 days after end of the reporting period.

Y – Yearly; within 90 calendar days after the end of the federal fiscal year.

Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year.

W – Weekly; within 7 days of the payroll

1 – One time report

FULL URLS:

OSTI E-Link: <http://www.osti.gov/mlink-2413>

OSTI E-Link Datasets: <https://www.osti.gov/mlink/2416-submission.jsp>

DOE CODE: <https://www.osti.gov/doecode/>

iEdison: <http://www.iedison.gov>

EERE PMC: <https://www.eere-pmc.energy.gov/SubmitReports.aspx>

FSRS: <https://www.fsr.gov>

PAGE: <https://www.page.energy.gov>

Special Instructions:



Federal Assistance Reporting Checklist

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Reporting Instructions

******* *Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.* *******

I. Project Management Reporting

A. Performance Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30)

Semi-annual, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This information can be included in the qualitative section of the report.

2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

4. Metrics

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics](#), [EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

5. Products

Can be uploaded as an attachment to the PAGE performance report.

What has the project produced?

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

i. Publications, conference papers and presentations

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

Federal Assistance Reporting Checklist

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

6. Participants

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in <https://www.page.energy.gov>. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the <https://www.page.energy.gov> document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project



Federal Assistance Reporting Checklist

- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

7. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30) and within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

C. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified



Federal Assistance Reporting Checklist

II. Award Management Reporting

A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	Send Email to DOE Project Officer
Submission deadline:	Within 90 calendar days after the end of the annual reporting period when applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 5 calendar days of the event or as specified when applicable

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

C. Uniform Commercial Code (UCC) Financing Statements

Submit to:	Send Email to DOE Project Officer
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Federal Assistance Reporting Checklist

Submission deadline:	Within five (5) calendar days after the event, or as specified.
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If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- “Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions.”
- Federal Award Identification Number (e.g., DE-EE000XXXX)

D. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.



Federal Assistance Reporting Checklist

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

E. Annual Incurred Cost Proposals

Submit to:	<p>If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices:</p> <ul style="list-style-type: none"> • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • IndirectRates@hq.doe.gov (if OCED is Cognizant) • PricingGroup@netl.doe.gov (if NETL is Cognizant) <p>Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.</p>
Submission deadline:	<p>Within 180 calendar days after the close of the recipient's fiscal year*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	<p>Federal Audit Clearinghouse -</p> <p>https://harvester.census.gov/facweb/Default.aspx</p>
Submission deadline:	<p>Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>



Federal Assistance Reporting Checklist

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: https://www.page.energy.gov
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at www.page.energy.gov/. The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at [Historic Preservation – Executed Programmatic Agreements | Department of Energy](#)

H. Davis Bacon Reporting

Submit to:	https://www.page.energy.gov
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Federal Assistance Reporting Checklist

Submission deadline:	Within 7 days of each pay period and Semi-annually when applicable
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- a. The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at:
<https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>
- c. Weekly Payroll Report
 - i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
 - ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
- d. Semi-Annual Compliance and Enforcement Report
 - i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
 - ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.



Federal Assistance Reporting Checklist

III. Closeout Reporting

A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award



Federal Assistance Reporting Checklist

IV. BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

2. Good Jobs

Submit to:	https://www.page.energy.gov
Submission deadline:	Yearly; within 30 calendar days after the end of the federal fiscal year

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

B. Equity and Justice

Submit to:	https://www.page.energy.gov
Submission deadline:	Semi-annually within 30 calendar days after the end of the federal fiscal year quarter

The Equity and Justice reports are imbedded in the [EECBG Program Process Metrics](#) as part of the performance report. Please report on EECBG process metrics 9d. (Organizations Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.

1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

C. Pathways to Net Zero

Submit to:	https://www.page.energy.gov
Submission deadline:	As Specified , within 30 calendar days after the end of the first quarterly reporting period; Yearly ; within 90 calendar days after the end of the federal fiscal year and Final ; within 120 calendar days after expiration or termination of the award.

Pathways to Net Zero Reports will be imbedded in the [EECBG Program Process Metrics](#) as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

D. One Time Location Report



Federal Assistance Reporting Checklist

Submit to:	https://www.page.energy.gov
Submission deadline:	One time

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:



Federal Assistance Reporting Checklist

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006

Expiration Date: 02/28/2025

1. Program/Project Identification No. SE0000516		2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021	
3. Name and Address County of Navajo 100 East Code Talkers Drive Holbrook, AZ 860253479		4. Program/Project Start Date 07/01/2023	5. Completion Date 06/30/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 78,750.00		\$ 78,750.00
2.						
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 78,750.00	\$ 0.00	\$ 78,750.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) DOE	(2)	(3)	(4)	
a. Personnel	\$ 0.00				\$ 0.00
b. Fringe Benefits	\$ 0.00				\$ 0.00
c. Travel	\$ 0.00				\$ 0.00
d. Equipment	\$ 0.00				\$ 0.00
e. Supplies	\$ 0.00				\$ 0.00
f. Contract	\$ 78,750.00				\$ 78,750.00
g. Construction	\$ 0.00				\$ 0.00
h. Other Direct Costs	\$ 0.00				\$ 0.00
i. Total Direct Charges	\$ 78,750.00				\$ 78,750.00
j. Indirect Costs	\$ 0.00				\$ 0.00
k. Totals	\$ 78,750.00				\$ 78,750.00
7. Program Income	\$ 0.00				\$ 0.00

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
BUDGET INFORMATION REMARKS
Grant Number: SE0000516, **State:** AZ
Recipient: County of Navajo

Remarks

A proposed budget for this project:

1. Design fees **\$7,500**
2. Energy model fees **\$3,500**
3. Contingency allowance **\$ 5,000**
4. Windows, replace 12 of the 27 units **\$62,750**
 - Window Units, \$2,800 per unit
 - Remove windows \$ 500 per unit
 - Install windows \$1,800 per unit
 - Scaffolding and mobilization \$ 130 per unit
 - Total per window \$5,230 per unit

Total Project Cost **\$78,750**

Intellectual Property Provisions (NRD-821)
Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000516, State: AZ, Program Year: 2023

Recipient: County of Navajo

EECBG Program: Energy Efficiency and Conservation Strategy Template for Local Governments

Local governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The proposed EECS must include the information contained in Part A of this template. Local governments may use this streamlined EECS Template to meet the requirement, but the template is not required. If a local government chooses to submit an EECS using an alternative format, the information outlined in Part A must be included in the submission.

Local governments have the option of submitting their EECS at the time of application or no later than 1 year after the effective date of the award. If the latter option is chosen, the EECS should be a comprehensive strategy that covers, at a minimum, all items detailed in this template. DOE will provide informational resources and technical assistance to support the development of comprehensive strategies.

Local governments that do not submit an EECS with their application must submit an EECBG Program Activity File with their application and select Activity 1 (Energy Efficiency and Conservation Strategy).

Part A

Grantee: County of Navajo
Date: 4/26/2024
UEI Number: FH3HTA8K5456
Program Contact Email: kenichi.maruyama@navajocountyaz.gov

1) Local governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

☐ a. Yes

i. What goals do you have? (check all that apply)

☐ 1. GHG reduction goal

a. Specific goal (e.g., 80% GHG reduced from 1990 levels):

b. By what year? (e.g., 2050)

☐ 2. Energy use reduction goal

a. Specific goal:

b. By what year?

☐ 3. Clean energy use goal

a. Specific goal:

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

b. By what year?

☐ 4. EV adoption goal

a. Specific goal:

b. By what year?

☐ 5. Job creation goal

a. Specific goal:

b. By what year?

☐ 6. Job quality goal

a. Specific goal:

b. By what year?

☐ 7. Other

a. Specific goal:

b. By what year?

☒ b. No, our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. If you select option 5, you must also select from options 1-4 or option 6 (may select more than one option).

- ☐ i. Carbon neutrality by 2050 or sooner
- ☒ ii. Reduce energy use by 50% by 2050 or sooner
- ☐ iii. 100% carbon-free energy use by 2050 or sooner
- ☐ iv. 80% EV adoption by 2050 or sooner
- ☐ v. Pay prevailing wages for all construction and maintenance projects by 2025

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

☐ vi. Other

2) Does your local government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

☐ a. Yes

i. Strategy document uploaded: ☐

ii. Do you intend to update your plan in the next two years?

☐ 1. Yes

a. Are you planning to use any of your EECBG Program funds to update your plan?

☐ i. Yes

☐ ii. No

b. What updates do you intend to make to your plan?

☒ b. No

i. Please briefly describe your strategy to achieve your goals listed in Question 1

Navajo County plans to explore ways to reduce the County's energy consumption through installation of energy efficient products, maintenance, and education.

3) Are you planning to use a blueprint (see Section 4.5 of the EECBG Program Formula Grant Application Instructions document for more details)?

☒ a. Yes

i. Which one(s)?

Energy Planning

☐ 1. Energy Planning

Efficient Buildings

☒ 2a. Energy Efficiency - Energy Audits and Building Upgrades

☐ 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings

☐ 2c. Building Electrification Campaign

☐ 2d. Building Performance Standards & Stretch Codes

Renewables

☐ 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership

☐ 3b. Community Solar

☐ 3c. Solarize Campaign

☐ 3d. Renewable Resource Planning for Rural and Tribal Communities

Electric Transportation

☐ 4a. Electric Vehicles and Fleet Electrification

☐ 4b. EV Charging Infrastructure for the Community

Finance

☐ 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Workforce

☐ 6. Workforce Development

ii. How does this blueprint help you meet your strategy/goals?

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

The selected blueprint will guide us to assess the building's energy performance, identify issues, develop the scope of work, make adequate improvements, and measure the project's success.

☐ b. No

i. What category of work do you plan to apply your EECBG Program funds to? (check all that apply)

1. Strategy development

- ☐ a. Developing goals
- ☐ b. Developing measures to track progress
- ☐ c. Providing annual reporting on goals

☐ 2. Technical consultant services to assist in strategy development

3. Building energy audits

- ☐ a. Residential
- ☐ b. Commercial
- ☐ c. Industrial
- ☐ d. Municipal

4. Financial programs

- ☐ a. Loan programs
- ☐ b. Performance contracting programs
- ☐ c. Rebates/grants
- ☐ d. Incentives
- ☐ e. Other

5. Energy efficiency retrofits

- ☐ a. Residential
- ☐ b. Commercial
- ☐ c. Industrial
- ☐ d. Municipal

6. Energy efficiency and conservation programs for buildings and facilities

- ☐ a. Residential
- ☐ b. Commercial
- ☐ c. Industrial
- ☐ d. Municipal

7. Transportation Programs

a. Electric vehicle planning

- ☐ i. Municipal
- ☐ ii. Communitywide

☐ b. Purchasing of electric vehicles

c. Installation of electric vehicle chargers

- ☐ i. Municipal
- ☐ ii. Communitywide

☐ d. Use of flex time by employers

☐ e. Satellite work centers

☐ f. Zoning guidelines or requirements that promote energy efficient development

☐ g. Infrastructure, such as bike lanes and pathways and pedestrian walkways

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

- ☐ h. Synchronization of traffic signals
- ☐ i. Public transit system improvement investments
- ☐ j. Other

8. Building codes and inspection

- ☐ a. Updating building codes
- ☐ b. Improving enforcement/compliance with building codes
- ☐ c. Building performance standards
- ☐ d. Other

9. Energy distribution technologies for energy efficiency

- ☐ a. Distributed resources
- ☐ b. District heating and cooling systems
- ☐ d. Other

10. Material conservation programs

- ☐ a. Source reduction
- ☐ b. Recycling
- ☐ c. Composting
- ☐ d. Sustainable procurement
- ☐ e. Other

11. Reduction and capture of methane and other greenhouse gases generated

- ☐ a. Landfills
- ☐ b. Wastewater treatment facilities
- ☐ c. Other

☐ 12. Traffic signals and street lighting upgrades

13. Renewable energy on government buildings

- ☐ a. Solar
- ☐ b. Wind
- ☐ c. Fuel cells
- ☐ d. Biomass

☐ 14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)

☐ 15. Other (requires approval of Secretary)

ii. How will your use of funds help your unit of government meet its strategy/goals?

iii. Provide a brief description of your project(s)?

4) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

- ☒ a. Yes

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

i. Please describe how you plan to coordinate with your State

Navajo County plans to inform Arizona Governor's Office - State Energy Program about the County's EECBG Project and ask for their feedback.

5) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

☒ a. Yes

Part B

1) Do you plan to collaborate with other eligible units of government?

☐ a. Yes, we are going to form a team and apply through a joint application

i. List the names of the units of government

1. Which unit of government is serving as the lead applicant?

ii. Please describe what your team plans to work on together

☐ b. Yes, we are going to informally collaborate

i. List the names of the units of government

ii. Please describe your planned collaboration

☐ c. We are not yet sure if we are going to collaborate with others

☒ d. No

2) Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

☒ a. Yes

i. Please list your partners

Navajo County Historical Society

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023

Recipient: County of Navajo

☐ b. No

3) Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

☒ a. Yes

☐ b. No

4) Will this EECBG Program funding help you to access additional sources of funding?

☒ a. Yes

i. What kind? (check all that apply)

☐ 1. Local government

☒ 2. State government

☒ 3. Federal government

☒ 4. Philanthropic

☐ 5. Private sector

☐ 6. Other

☐ b. No

i. Would you like assistance in identifying other sources of funding?

☐ a. Yes

☐ b. No

5) Do you anticipate needing support for your project development/implementation?

☒ a. Yes

i. What kind? (check all that apply)

☐ 1. Policy, planning and program design

☒ 2. Retrofits

☐ 3. Engineering and modeling

☒ 4. Stakeholder engagement

☒ 5. Program administration and implementation support

☒ 6. Outreach, education and advertising

☐ 7. Other

☐ b. No

6) Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

☒ a. Yes

i. Describe how the projects(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period

Navajo County will maintain the project's improvements beyond the EECBG Program funding period and maximize benefits of the project.

☐ b. No

i. What would help you to continue? (check all that apply)

☐ 1. Local sustainable financing

☐ 2. Public and local political support

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000516, **State:** AZ, **Program Year:** 2023
Recipient: County of Navajo

-
- ☐ 3. Staff capacity
☐ 4. Other

7) How will your project(s) benefit disadvantaged communities? (check all that apply)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

- ☒ i. A decrease in energy burden
☐ ii. A decrease in environmental exposure and burdens
☐ iii. An increase in access to low-cost capital
☐ iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)
☐ v. An increase in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises)
☐ vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities
☐ vii. An increase in parity in clean energy technology access and adoption
☐ viii. An increase in energy democracy
☐ ix. Other

1. Please explain

8) How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

According to U.S. Census, Navajo County is identified as both Persistent Poverty and Disadvantaged communities. Located in the northeast part of Arizona, Navajo County serves a rural community with a population of 108,147 (U.S. QuickFacts). The County contains parts of the Hopi Indian reservation, the Navajo Nation, and White Mountain Apache Indian reservation. More than half (55.0%) of the County's nearly 10,000 square miles is Indian reservation land. The County's demographics consists of 45.7% Native American, 41.6% White, 11.5% Hispanic/Latino, and 1.0% Black/African American, 0.6% Asian (U.S. QuickFacts). 37.5% of residents speak a non-English language at home. The median age in Navajo County is higher than the national average (39.4 and 38.5 respectively). There is a larger representation of people at age 60 and over in Navajo County than the national average (25.2% and 22.9% respectively). The County's EEC Strategy will support Justice 40 goals by helping us conduct energy efficient retrofits in a county-owned historical building (11,200 square feet) and reduce energy consumption of the building by approximately 53 mbtu (COST & ENERGY SAVINGS: National, Regional, and City Estimates, Factoids, and Their Use, February 2005).



ARCHITECTURE
INTERIORS
PLANNING

April 25, 2024

Ken Maruyama, PhD, MPA, GPC
Strategic Initiatives Manager, Navajo County
100 East Code Talkers Drive.
Holbrook, AZ 86025
Phone: 928-524-4323
Email: kenichi.maruyama@navajocountyaz.gov

**Re: Navajo County Historic Courthouse
Energy Efficient Window Replacement**

Dear Ken,

JWA Architects has reviewed the County's planned window replacement project in Holbrook, Arizona. We have toured this building and reviewed available facilities records. The building was constructed in 1898 and was placed on the National Register of Historic Places in 1977. The original double hung wood windows are generally still in place.

The window units are quite large, in relation to related wall surfaces. They are single glazed and in poor condition. The windows have little to seal them and hence are quite drafty. The replacement of these would be an excellent candidate for an energy efficiency upgrade project. As a historic building, the requirements of the State Historic Preservation Office will need to be met. The replacement units, in addition to being highly energy efficient, will need to be custom, to match the historic profiles, with a prefinished painted exterior.

Energy efficiency improvements with this project will come in three areas:

1. Insulated glazing will reduce the amount of heat that will escape. This can be measured by U-factors for the window units.
2. High performance glazing will reduce unwanted solar heat gain during the hot Holbrook summer months. This can be measured by the solar heat gain coefficient.
3. Visible light coming through the glass will decrease electrical lighting costs. The new glazing will transmit a higher percentage of light than the existing 125-year-old glass. This can be measured through the visible transmittance factor.
4. Air exfiltration will be greatly limited by high performance operable windows with proper seals. This can be measured by air leakage factors provided by the manufacturer.

The new windows will be NFRC certified. This independent testing will ensure that the County is not only complying with Energy Star requirements, but also getting the best performance across all four factors.

We would recommend windows manufactured by Kolbe & Kolbe, their Heritage Sterling line with the K-Kron painted finish. They carry complete NFRC ratings:

- | | |
|--------------------------------|------|
| 1. U factor | 0.33 |
| 2. Solar heat gain coefficient | 0.2 |
| 3. Visible Light Transmittance | 0.27 |
| 4. Air leakage | <0.3 |

The existing single glazed windows may have a U Factor of 1.20. Improving the U Factor to 0.33 will have a huge improvement in energy efficiency and human comfort.


According to a recent energy study, buildings can expect to see an energy savings of \$1.10/SF/YR. Updating this to more current energy costs, we would project a savings in Holbrook area to be \$1.90/SF/YR. The Department of Energy estimates that annual energy savings of 7%-15% can be expected.

The existing building is two stories, roughly 11,200 gross square feet. The building has 27 window openings, with sizes averaging 40 SF each. Roughly 12 of these could be replaced with the present budget.

A proposed budget for this project:

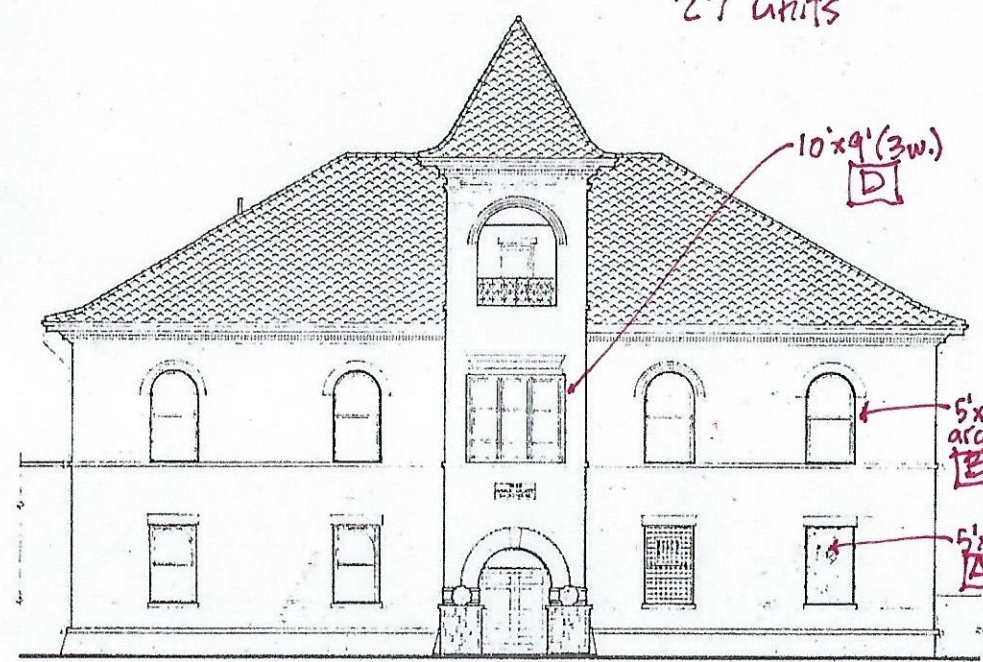
1.Design fees	\$7,500	
2.Energy model fees	\$3,500	
3. Contingency allowance	\$ 5,000	
Subtotal		\$16,000
3.Windows, replace 12 of the 27 units		\$62,750
Window Units,	\$2,800 per unit	
Remove windows	\$ 500 per unit	
Install windows	\$1,800 per unit	
Scaffolding and mobilization	\$ 130 per unit	
Total per window	\$5,230 per unit	
Total Project Cost		\$78,750

Sincerely,



Tim Whiteside, Partne

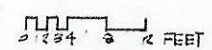
Window Summary:
 9 [A] 5'x8' double hung
 13 [B] 5'x9' arch double hung
 4 [C] 5'x5' double hung
 1 [D] 10'x9' arch double hung
27 units



- ASBESTOS SHINGLES ON WOOD SHINGLES
- CLAY RIDGE TILES
- WROUGHT IRON RAILINGS
- SHEET METAL CORNICE
- WOOD DOUBLE HUNG WINDOWS
- STEEL SASH WINDOW ASSEMBLY AT TOWER
- SANDSTONE BELT COURSE
- BRICK
- SANDSTONE LINTEL
- STEEL BARS AND MESH
- SANDSTONE ARCH
- SANDSTONE SILL
- SANDSTONE WATER TABLE
- CONCRETE SKIRT OF SANDSTONE FOUNDATION WALL

4A
 4B
 1D

SOUTH ELEVATION



DRAWN BY: PHILIP D. SWALLEN 12 AUGUST 1982

GERALD A. DOYLE & ASSOCIATES
 Historical Architects
 4331 NORTH 12TH STREET • PHOENIX, ARIZONA 85014

EXISTING CONDITIONS

NAME AND LOCATION OF STRUCTURE
 NAVAJO COUNTY COURTHOUSE

HOLBROOK, ARIZONA

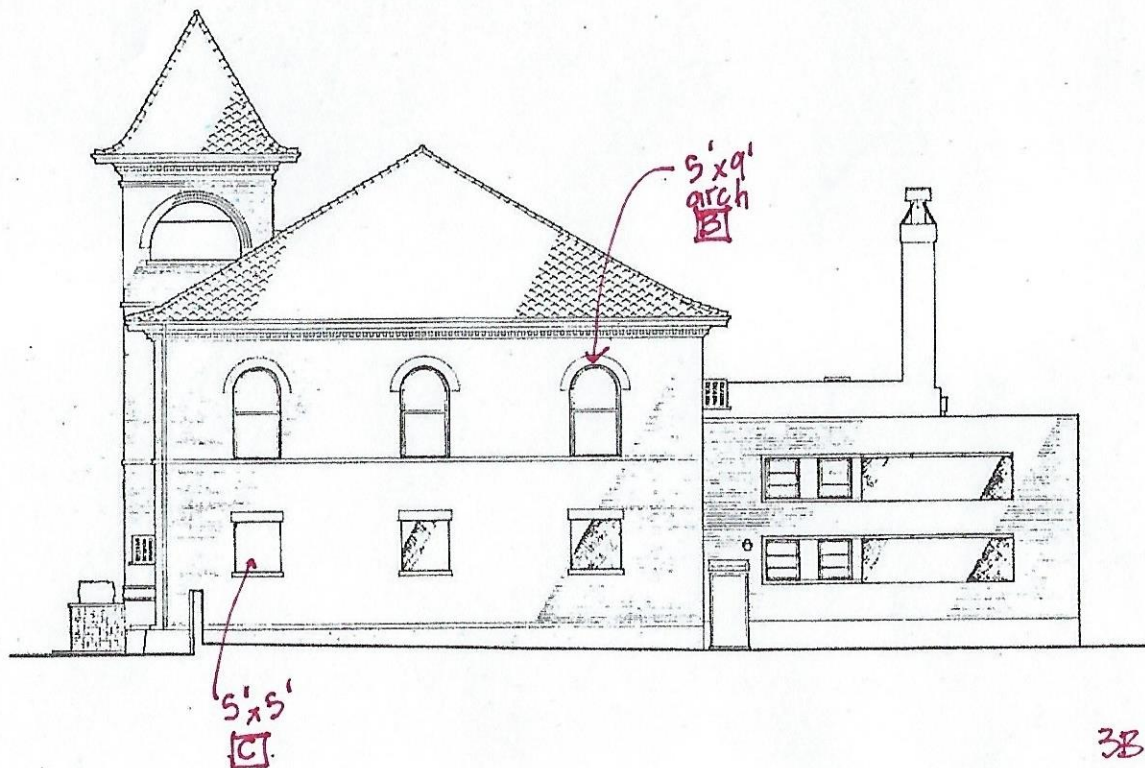
SURVEY NO.

HISTORIC AMERICAN BUILDINGS SURVEY
 SHEET 5 OF 5 SHEETS

LIBRARY OF CONGRESS INDEX NO.

4.25.24

NAVAJO COUNTY HISTORIC COURTHOUSE
 WINDOW REPLACEMENT JWA ARCHITECTS



EAST ELEVATION

0 12 34 8 12 FEET



DESIGNED BY: PHILIP D. SWALEN 12 AUGUST 1982

GERALD A. DOYLE & ASSOCIATES
Historical Architects
4331 NORTH 12TH STREET • PHOENIX, ARIZONA 85018

EXISTING CONDITIONS

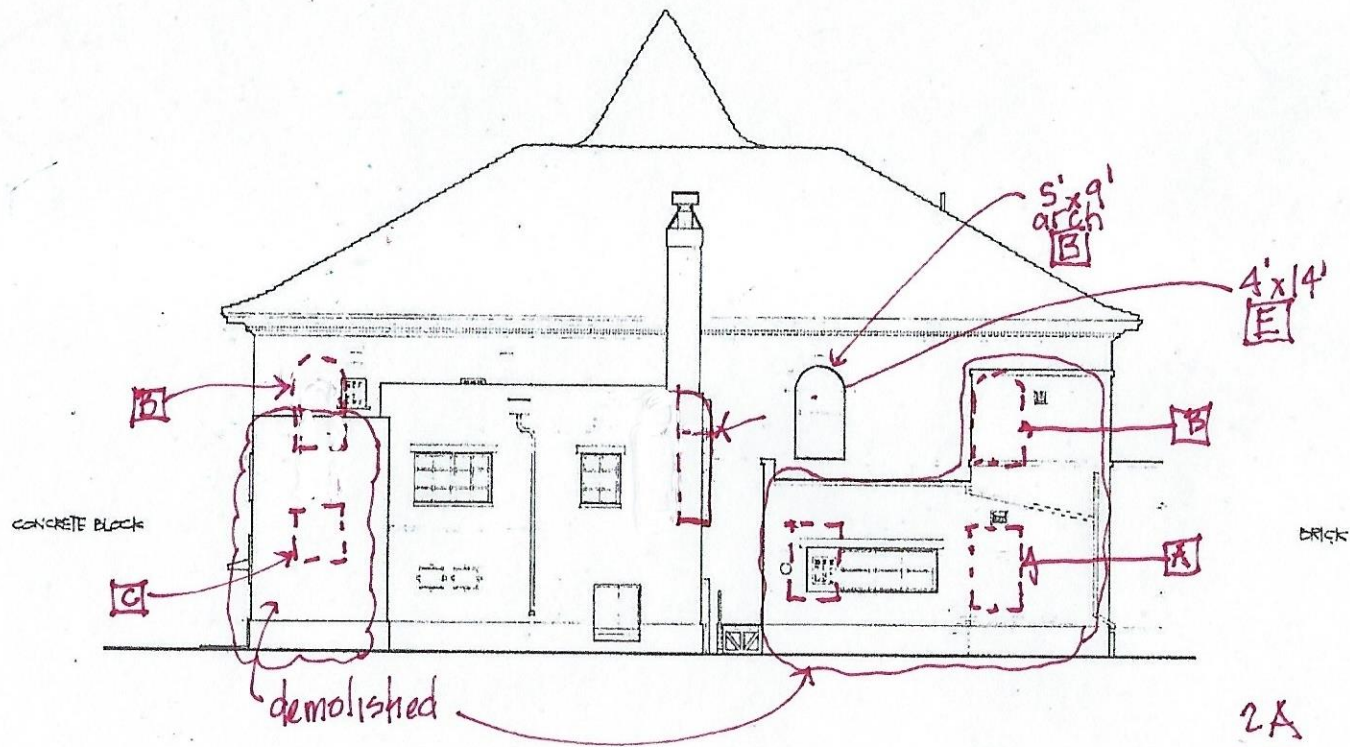
NAME AND LOCATION OF STRUCTURE
NAVAJO COUNTY COURTHOUSE

HOLBROOK, ARIZONA

SURVEY NO.

HISTORIC AMERICAN
BUILDINGS SURVEY
SHEET 6 OF 3 SHEETS

LIBRARY OF CONGRESS
INDEX NO.



NORTH ELEVATION



DRAWN BY: PHILIP D. SWALLEN KALKREUTH MOZ
GERALD A. DOYLE & ASSOCIATES
 Historical Architects
 4331 NORTH 12TH STREET - PHOENIX, ARIZONA 85014

EXISTING CONDITIONS

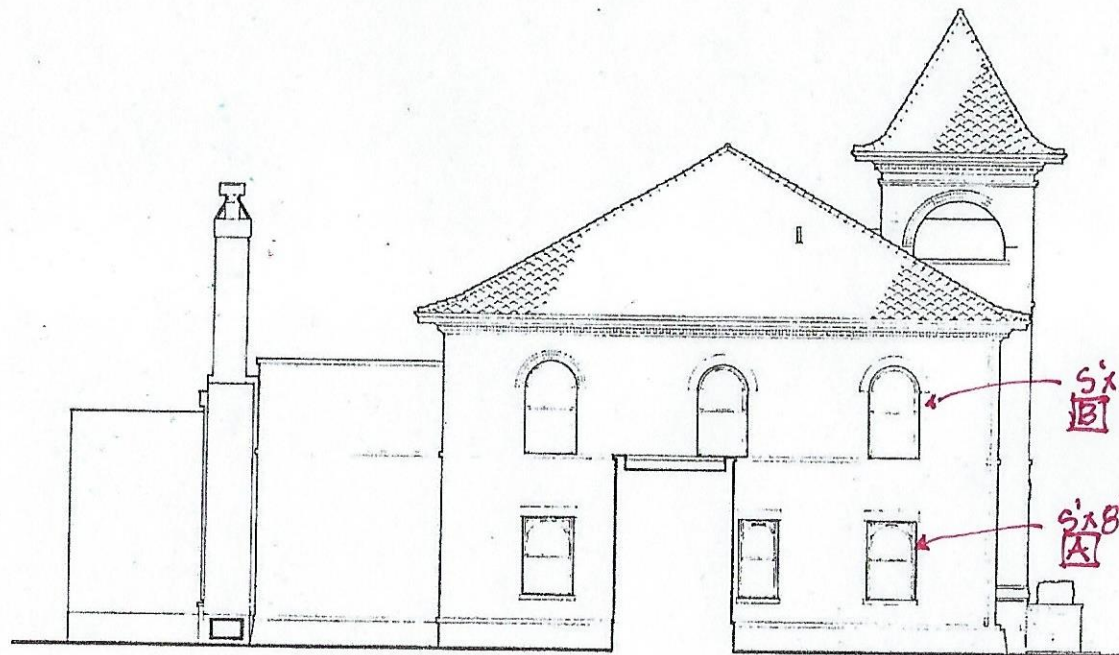
NAME AND LOCATION OF STRUCTURE
NAVAJO COUNTY COURTHOUSE

Holbrook, ARIZONA

SURVEY NO.

**HISTORIC AMERICAN
 BUILDINGS SURVEY**
 SHEET 7 OF 23 SHEETS

LIBRARY OF
 CONGRESS
 INDEX NO.



3A
3B

WEST ELEVATION

0 1 2 3 4 5 6 7 8 9 10 FEET



DRAWN BY: PHILIP D. SMALLEN 12 AUGUST 1982

GERALD A. DOYLE & ASSOCIATES
Historical Architects
4331 NORTH 12TH STREET - PHOENIX, ARIZONA 85014

EXISTING CONDITIONS

NAME AND LOCATION OF STRUCTURE
NAVAJO COUNTY COURTHOUSE

HOLBROOK, ARIZONA

SURVEY NO.

HISTORIC AMERICAN
BUILDINGS SURVEY
SHEET 3 OF 3 SHEETS

LIBRARY OF
CONGRESS
INDEX NO.

From: [Bret Stams](#)
To: [Ken Maruyama](#)
Subject: Holbrook historical courthouse
Date: Thursday, April 25, 2024 1:34:13 PM

Good afternoon Ken

2021: yearly electric cost \$3649.07

2022: yearly electric cost \$3823.31

2021: yearly natural gas cost \$1438.87

2022: yearly natural gas cost \$2243.63

The square footage of the building is 11,200 square feet.

Thank you Ken.



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

April 23, 2024

Authorized Applicant Assurance Letter

Department of Energy

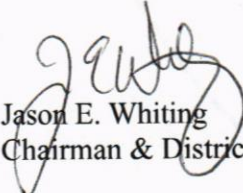
Reference: Energy Efficiency and Conservation Block Grant - DE- FOA-0002882
CDFA Number 81.128

To Whom It May Concern:

Please consider this letter as my certification that Ken Maruyama, Strategic Initiatives Manager, has been appointed to represent Navajo County and is the contact for Navajo County, which is authorized to receive funds, and implement the Energy Efficiency and Conservation Block Grant Program for the above referenced grant. The contact information is below:

NAME: Kenichi (Ken) Maruyama
EMAIL: kenichi.maruyama@navajocountyaz.gov
PHONE: 928-524-4323

Sincerely,



Jason E. Whiting
Chairman & District III Supervisor

**Board of Supervisors Regular****2. a. 1.****Meeting Date:** 09/10/2024**Title:** Child Care Health Consultant Grant Amendment GRA-STATE-24-1245-01-Y2**Submitted By:** Deborah Huish, Program Manager**Department:** NC Public Health Services District

Motion before the Board:

Grant Amendment #1 for the Child Care Health Consultation Program, Contract Number GRA-STATE-24-1245-01-Y2, with First Things First for Fiscal Year 2025

Background:

The Child Care Health Consultant strategy works with early care and education (ECE) administrative and teaching staff at child care centers and homes to increase their knowledge and implementation of health and safety practices. The program is grant funded by First Things First, and provides services to four different regions: Navajo/Apache Region, the White Mountain Apache Tribe Region, the San Carlos Apache Tribe Region, and the Navajo Nation Region. The current strategy is for the same number of child care sites as submitted in the original grant renewal. This current grant amendment contains a reduced funding amount due to an inaccurate total in the original grant renewal provided by First Things First.

Attachments

CCHC Amended Grant Agreement

Form Review**Inbox**

Brandt Clark

Health Director

Form Started By: Deborah Huish

Final Approval Date: 09/04/2024

Reviewed By

Brandt Clark


Janelle Linn

Date

09/04/2024 09:49 AM

09/04/2024 11:04 AM

Started On: 08/21/2024 03:10 PM

 FIRST THINGS FIRST	GRANT AMENDMENT	Early Childhood Health and Development Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, AZ 85012 (602) 771-5100
	Amendment #1	
	GRA-STATE-24-1245-01-Y2 Navajo Nation, Navajo/Apache, San Carlos Apache, White Mountain Apache Tribe Regional Partnership Council Child Care Health Consultation	

GRANTEE:

Navajo County Public Health Services District

PURPOSE OF AMENDMENT:

The parties amend the Grant Agreement as follows:

1.

Manner of Financing – The amount for the grant period is reduced from \$225,662 to the revised amount of \$207,162.

2.

All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Approved by Grantee:	Approved by First Things First and executed effective August 1, 2024 once signed and dated below:
<div>Signature</div>	<div>Josh Allen</div> <div>CFO/COO</div>
<div>Name</div>	<div>Date</div>
<div>Title</div>	
<div>Date</div>	

SFY25 Line-Item Budget

Budget period: July 1, 2024 – June 30, 2025

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$122,102.00
	Salaries		
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$53,614.00
	Fringe Benefits or Other ERE		
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$0.00
	Contracted Services		
TRAVEL		Travel Sub Total	\$8,489.00
	In-State Travel		\$8,489.00
	Out-of-State Travel		
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
	Subgrants or Subcontracts to organizations/ agencies/entities		
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$
	Telephones/Communications Services	Work cell phones for D Huish & O Thompson	\$1,320.00
	Internet Access		
	General Office Supplies	Calendars, paper, business cards, folders, highlighters, & laminating sheets	\$360.00
	Food		
	Rent/Occupancy		
	Utilities		
	Furniture	Desk	\$1,200.00
	Postage		
	Software (including IT supplies)	Microsoft license fee for 2- employees	\$1,800.00
	Dues/Subscriptions	Zoom subscription renewal	\$150.00
	Advertising		
	Printing/Copying		
	Equipment Maintenance		
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	Child Abuse Prevention Conference	\$350.00
	Insurance		
	Program Materials	Various program materials to be used for trainings	\$67.00
	Program Supplies	Laptop, Sleeves, Batteries, paper towels, tissues, colored markers, white board markers & cleaner	\$264.00
	Scholarships		
	Program Incentives		
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$189,716.00
	Equipment \$4,999 or less in value		
SUBTOTAL DIRECT PROGRAM COSTS			\$189,716.00
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$17,446
	Indirect/Admin Costs	% 9.196	
TOTAL			\$207,162.00

Authorized Signature _____ Date _____

SFY25 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Salary for Deborah Huish, BSN, RN, CCHC Program Manager, 1.0 at FTE \$70,075.00; this salary amount is based upon a 2.5% cost of living increase voted upon and approved by the Navajo County Board of Supervisors. D Huish will order supplies, manage the budget, complete FTF reimbursement requests, complete quarterly data and narrative reports, complete documentation in the Extranet; attend CCHC statewide meetings, Regional Council meetings as requested, collaboration meetings, and others as required. Coordinate all CCHC services and coordinate with childcare sites, as well as community partners. Provide CCHC services within the Navajo/Apache, White Mountain Apache, and the San Carlos Apache Regions, including the Navajo Nation where support is needed. A longevity increase of \$1,752.00, which occurs every other year at 2.5%, should be paid close to the anniversary hire date in February 2025.

Salary for Octavia Thompson, CCHC, at 1.0 FTE \$50,275.00; this amount is based upon a 2.5% cost of living increase as noted above. O Thompson will provide services mainly to the Navajo Nation region, and will document in the Extranet, attend CCHC statewide meetings, Regional Council meetings as requested, collaborative meetings, and others as required. Attend professional development trainings for on-going improvement, coordinate CCHC services with childcare sites, as well as with community partners. She also completes the Navajo Nation portion of the narrative report.

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

EREs for Deborah Huish, and Octavia Thompson

Total: \$53,614.00

Social Security: \$7,570.30

Medicare: \$1770.47

ASRS & LTD: \$14,817.04

Workers Comp: \$1,746.00

Dental Ins: \$650.00

Health Ins: \$27,060.00

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants must use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel found at: <https://gao.az.gov/sites/default/files/2023-09/5095%20Reimbursement%20Rates%20%20231001.pdf>*

CCHC Statewide 2-day Symposium – Phoenix **Total: \$1,127.00**
2 CCHC attendees to this meeting
Per Diem for meals for 2 CCHC's
75% of Full Day Dinner = \$48.00
Full Day Meals = \$118.00
75% of Full Day Meals = \$88.00
Hotel for 2 CCHC's x 2 nights including proposed taxes and fees = \$825.00
Fuel to return to the Holbrook Office = \$48.00

1 CCHC attend Child Abuse Prevention Conference **Total: \$341.00**
75% of Full Day Dinner = \$24.00
Full Day Dinners = \$59.00
Hotel for 2 CCHC's for 2-nights including proposed taxes and fees = \$234.00
Fuel to return to the Holbrook Office - \$24.00

San Carlos Apache Region 2 Overnight stays **Total: \$472.00**
Per Diem for meals = \$147.00
Hotel for 1 CCHC for 2 nights including proposed taxes and fees = \$280.00
Fuel to return to Holbrook office x 2 = \$45.00

San Carlos Apache Region Day Trip Fuel Only **Total: \$75.00**
5-day trips at \$15.00 each trip to return to Holbrook = \$75.00

Navajo Nation **Total: \$1040.00**
Kayenta
Per Diem for meals 1 CCHC = \$216.00
Hotel for 1 CCHC for 4-nights including proposed taxes and fees = \$744.00
Fuel for return to Holbrook office \$20.00 x 4 = \$80.00

Kayenta Day Trip Fuel Only **Total: \$120.00**
8-Day trips at \$15.00 each to return to Holbrook = \$120.00

Chinle **Total: \$422.00**
Per Diem for meals 1 CCHC = \$98.00
Hotel for 1 CCHC for 2-nights including proposed taxes and fees = \$294.00
Fuel to return to Holbrook \$15 x 2 = \$30.00

Chinle Day Trip Fuel Only **Total: \$90.00**
6-Day Trips at \$15.00 each for fuel to return to Holbrook = \$90.00

Tuba City **Total: \$422.00**
Per Diem for meals 1 CCHC = \$98.00
Hotel for 1 CCHC for 2-nights including proposed taxes and fees = \$294.00
Fuel \$15.00 x 2 = \$30.00

Tuba City Day Trip Fuel Only	Total: \$90.00
6-Day Trips at \$15.00 each trip for fuel to return to Holbrook = \$90.00	
 Red Mesa Day Trip Fuel Only	 Total: \$90.00
6-Day Trips at \$15.00 each trip for fuel to return to Holbrook = \$90.00	
Vehicle Use Fee payable to Navajo County Public Health Services District (NCPHSD)	Total: \$4,200.00
Monthly vehicle use fee for 2-vehicles for one fiscal year= \$4,200.00	
	 Total for Travel: \$8,489.00

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephone/Communication Services:	
Cell phones for work use for O. Thompson & D Huish	Total: \$1,320.00
 General Office Supplies:	
Calendar/Planner \$40 x 2 = \$80.00	Total: \$360.00
Copy Paper x 2 boxes = \$130.00	
Business Cards with updated County logo x 2 employees \$150.00	
 Software:	
Microsoft license fee for Microsoft & CISCO use x 2 employees	Total: \$1,800.00
 Dues/Subscriptions:	
Zoom used for virtual trainings and meetings \$150	Total: \$150.00
 Program Materials:	
The Napping House Book \$16 x 2 = \$32.00	Total: \$67.00
The Tooth Book by Dr Seuss \$10.00 x 2 = \$20.00	
Beach Balls 12 pkg at \$15.00 x 1 = \$15.00	

Program Supplies:**Total: \$264.00**

Laptop Sleeve \$40 x 2 = \$80.00

Batteries = \$30.00

Paper Towels, Multi-Package = \$32.00

Tissues \$50.00

Colored Markers for Trainings = \$50.00

White Board small markers & Cleaner = \$22.00

Furniture:**Total: \$1,200.00**

Desk for Octavia Thompson

(the current desk she uses has some broken parts) \$1,200.00

Professional Development:

Child Abuse Prevention Conference Phoenix/Glendale x 1 = \$350.00

Total: \$350.00

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☒ **Option A - Administrative Costs:** with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

Option B - Federally Approved Indirect Costs: If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to

10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Authorized Signature _____ Date _____



Board of Supervisors Regular

3. a. 1. a.

Meeting Date: 09/10/2024

Title: Contract for Professional Services with John Osgood

Submitted By: Christine Dunlap, Executive Secretary

Department: Public Works

Motion before the Board:

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Professional Services Contract between the Navajo County Flood Control District and John Osgood to provide administrative coordination between Navajo County, the City of Winslow and the United States Army Corps of Engineers on next steps toward design and construction of the Little Colorado River at Winslow, Navajo County, AZ Flood Risk Management Project

Background:

County requires certain consultant resources with unique knowledge and expertise to provide administrative coordination between Navajo County, the City of Winslow and the United States Army Corps of Engineers on next steps toward design and construction of the Little Colorado River at Winslow, Navajo County, AZ Flood Risk Management Project.

Attachments

Contract for Professional Svcs

Form Review

Inbox

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 08/29/2024

Reviewed By

Melissa Buckley

Date

08/29/2024 10:36 AM

Started On: 08/28/2024 11:34 AM



CONTRACT FOR PROFESSIONAL SERVICES

Agreement made as of September 13, 2024, between Navajo County, the Navajo County Flood District, ("County"), and John Osgood ("Consultant").

Whereas, County requires certain consultant resources with unique knowledge and expertise to provide administrative coordination between Navajo County, the City of Winslow and the United States Army Corps of Engineers on next steps toward design and construction of the Little Colorado River at Winslow, Navajo County, AZ Flood Risk Management Project.

Whereas, Consultant represents that it has the necessary expertise and unique knowledge to provide such services in accordance with the terms of this Agreement.

Now, Therefore, the parties agree as follows:

1. **Services.** Consultant shall provide the following services, in a competent and professional manner, to the satisfaction of the County.

A) Provide administrative coordination between Navajo County, the City of Winslow and the United States Army Corps of Engineers on next steps toward design and construction of the Little Colorado River at Winslow, Navajo County, AZ Flood Risk Management Project, including but not limited to the following elements:

- Administrative lead in preparing all USACE-required non-federal sponsor documents and reports for review by County executive and legal team
- Conduct weekly or biweekly coordination meetings with USACE project development team and Public Works Engineering staff as necessary
- Assist County and USACE with development of the Project Partnership Agreement for the construction phase of the project.
- Assist County with implementing the Pre-Construction, Engineering and Design (PED) phase of the project with the USACE
- Coordinate real estate/easement procurement
- Conduct coordination stakeholder meetings as necessary (80%)
- Assist Public Works with the implementation of the preliminary engineering agreement with BNSF railroad for engineering/construction work conducted in their ROW
- Participate in Acquisition (project delivery) strategy process with Public Works and USACE (95%)

B) Assist County Manager and Public Works Director with other County projects as requested (5%).

2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this agreement. Consultant shall self-perform this agreement and be devoted to the successful accomplishment of the work to be performed hereunder. Once work commences on this agreement, consultant shall adhere to agreed upon timeline and commitment to successful completion of the contracted services.

3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by the County, and Consultant shall be solely responsible for such matters.
4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without the County's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
5. **Time for Completion.** Consultant's services shall be performed in accordance with the agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by the County shall not, except for reasonable cause, be exceeded by County or Consultant. The schedule shall be adjusted, if necessary, as the Project proceeds.
6. **Payment.** County shall pay Consultant a monthly rate of \$2,000 per month for services rendered by Consultant pursuant to this agreement. The County Manager may increase the monthly payment, if the Consultant's workload for services rendered increases substantially, and the County Manager determines it's in the best interests of the County to compensate the Consultant at a higher rate. The County shall reimburse the Consultant in state travel expenses in accordance with the Navajo County travel policy reimbursement rates. Out of state travel arrangements shall be mutually agreed upon between both parties prior to travel. Payments shall be due and payable upon receipt of Consultant's itemized invoice. Each invoice shall detail the work performed during the billing period. The Navajo County Flood District funds shall be used to compensate the Consultant for Services rendered according to paragraph 1. When Consultant performs Services according to Paragraph 1(B), the Navajo County Board of Supervisors shall reimburse the Navajo County Flood District for the Services performed, at a *pro rata* rate, based on the time spent completing the allotted work according to Paragraph 1(B).
7. **Defects in Work.** County may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless County and its representatives, officers, officials and employees (the "Indemnitees") from and against all claims, damages, losses and expenses (including but not limited to attorneys fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom cause whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault.

The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

9. **Records.** Consultant shall retain, and shall require each subcontractor (if applicable) to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by County upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of County.
10. **Non-Assignment.** Consultant shall not assign any right in this Agreement without County's prior written approval, nor shall Consultant delegate any duty hereunder without County's prior written approval.
11. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 21. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.

12. **Suspension and Termination by County:**

- **Suspension.** County may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
- **Termination for Cause.** County may terminate this Agreement for cause if Consultant refuses or fails to perform this Agreement; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County may (without prejudice to any rights or remedies it may have) terminate this agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including expenses incurred by the County as a result of the Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to County.
- **Termination for Convenience.** County, by written notice to Consultant, may terminate this agreement in whole or part when in the sole discretion of County it is in County's best interests to do so. Consultant shall be paid for all services provided.
- **Consultant's Responsibility.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless notice directs otherwise), and (b) deliver or otherwise make available to County copies of all data, reports, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.

13. **Termination by Consultant.** Consultant may terminate this agreement upon written notice to County if performance is made impossible for a period of thirty (30) consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a count or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this agreement upon written notice and a ten-day opportunity to cure if County fails to make any payment within time set forth in Section 6. Consultant may also terminate this agreement upon written notice if suspensions, delays or interruptions by County equal in the aggregate more than 100% of the total number of days scheduled for completion.
14. **Governing Law.** This agreement shall be governed by the law of the State of Arizona. Any suit arising out of this agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or federal District of Arizona, but only after informal negotiation pursuant to Section 12.
15. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
16. **Non-Collusion.** The provisions A.R.S. 38-511 are incorporated herein by this reference.
17. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this agreement unless such action is commenced within one year after the County's final payment hereunder.
18. **Term.** This Contract for Professional Service is valid for one (1) year from the date the agreement, thru September 13, 2023. Upon mutual agreement between the parties, this contract may be renewed for three (3) additional one-year terms.
19. **Entire Agreement.** This agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this agreement. Provided, however, that the County's designated representative is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.
20. **Severability.** The provisions of this agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.
21. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal or mail delivery. The designated recipients are as follows:

To Consultant: John Osgood
 1947 E. El Freda Road
 Tempe, AZ 85284

To Navajo County: Navajo County Public Works
 P.O. Box 668
 Holbrook, Arizona 86025
 (928) 524-4100

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

Navajo County

By _____
Bryan Layton, County Manager

ATTEST:

Melissa Buckley, Clerk of the Board

By _____
John Osgood,
Consultant



Board of Supervisors Regular

4. a.

Meeting Date: 09/10/2024

Title: Application for Extension of Premises District IV

Submitted By: Leah Thomas, Deputy Clerk of the Board of Supervisors

Department: Board of Supervisors

Presented By: Leah Thomas

Motion before the Board:

PUBLIC HEARING: Consideration of Application for Permanent Extension of Premises for AZTEX Coffee and Taproom, located in Overgaard, AZ

Background:

Jason Gilmore has submitted an Application for a Permanent Extension of the Premises for the AZTEX Coffee and Taproom, located at 2357 Bison Ranch Trail #113, Overgaard, AZ

Recommendation:

Approval

Attachments

Application

Department Recommendations

Form Review

Inbox

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 09/04/2024

Reviewed By

Melissa Buckley

Date

09/04/2024 09:45 AM

Started On: 08/28/2024 09:46 AM



PERMANENT EXTENSION OF PREMISES/PATIO PERMIT

A non-refundable \$50. fee will apply

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with **Black Ink**

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premises****

License#: 007090023856

Specific purpose for change: Acquired unit next door and looking to expand taproom into additional unit.

1. Agent/Individual Name: Gilmore Jason Michael
Last First Middle
2. Premises Name (Doing Business As-DBA): AZTEX Coffee and Taproom
3. Premises Location Address: 2357 Bison Ranch Trail #113 Overgaard AZ 85933
Street City State Zip Code
4. Mailing address: 865 W Laurel Ave Gilbert AZ 85233
Street City State Zip Code
5. Email Address: aztexovergaard@gmail.com
6. Business Phone Number: 928-275-2790 Contact Phone Number: 224-520-1127
7. Is extension of premises/patio complete?
☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? ____/____/____
8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a school?
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?
☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? The extended area is an indoor attached unit that will be a extension of the existing premises. Being indoors, there are 4 walls and doors on both sides.

Both doors will display "No Alcohol Beyond This Point" signs and staff will be present during working hours to ensure compliance with laws.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

BARRIER

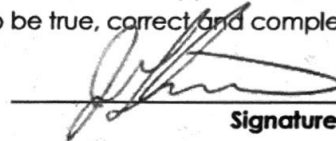
- ☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

- ☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

I, (Print Name) Jason Gilmore, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


Signature

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

- ☐ Approval ☐ Disapproval

Authorized Signature

Title

Agency

Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

5'8.5" 2'1.14" 4'9.58" 10'2.12" 6'6" 12'2" 3'9.78"

12'1.14" 0'1.18" 4'0.38" 5'6" 10'5.8"



5'8.5" 4'7.18" 5'10.58" 9'4.38" 5'9.14" 23'8.88"



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: August 26, 2024

TO: Planning & Zoning, Health Department, Treasurer, Sheriff's

FROM: Office Leah Thomas, Deputy Clerk of the Board

SUBJECT: Application for Permanent Extension of Premises

The attached application for an extension of premises has been received by the Navajo County Clerk of the Board of Supervisor's Office. You have received this application as part of the verification process. Please submit your report or comments **NO LATER THAN August 30, 2024**, to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: Permanent Extension of Premises

APPLICANT NAME: Jason Michael Gilmore

BUSINESS NAME: AZTEX Overgaard LLC, dba AZTEX Coffee and Taproom

BUSINESS LOCATION: 2377 Bison Ranch Trail #113, Overgaard, AZ 85933

PARCEL NUMBER: 206-52-113B

ZONING:

Please advise if the above application **DOES**/ DOES NOT (highlight one) meet the requirements of this department.

Comments:

Establishment has a current permit.



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: August 26, 2024

TO: Leah Thomas, Deputy Clerk of the Board

FROM: Cody Cooper, Planning Manager

SUBJECT: Application for Permanent Extension of Premises

The attached application for an extension of premises has been received by the Navajo County Clerk of the Board of Supervisor's Office. You have received this application as part of the verification process. Please submit your report or comments **NO LATER THAN August 30, 2024**, to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: Permanent Extension of Premises

APPLICANT NAME: Jason Michael Gilmore

BUSINESS NAME: AZTEX Overgaard LLC, dba AZTEX Coffee and Taproom

BUSINESS LOCATION: 2377 Bison Ranch Trail #113, Overgaard, AZ 85933

PARCEL NUMBER: 206-52-113B

ZONING: SD (Special Development)

Please advise if the above application **DOES**/ DOES NOT (highlight one) meet the requirements of this department.

Comments: The subject parcel (APN# 206-52-113B) is a portion of the "Mixed-Commercial" designation of the Bisontown 1, A Condominium Final Plat. Because of this, provided there are not H.O.A. issues (if applicable), a permanent extension of premises would be an allowed use on this property.



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: August 26, 2024

TO: Planning & Zoning, Health Department, Treasurer, Sheriff's Office

FROM: Leah Thomas, Deputy Clerk of the Board

SUBJECT: Application for Permanent Extension of Premises

The attached application for an extension of premises has been received by the Navajo County Clerk of the Board of Supervisor's Office. You have received this application as part of the verification process. Please submit your report or comments **NO LATER THAN August 30, 2024**, to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: Permanent Extension of Premises

APPLICANT NAME: Jason Michael Gilmore

BUSINESS NAME: AZTEX Overgaard LLC, dba AZTEX Coffee and Taproom

BUSINESS LOCATION: 2377 Bison Ranch Trail #113, Overgaard, AZ 85933

PARCEL NUMBER: 206-52-113B

ZONING:

Please advise if the above application **DOES**/ DOES NOT (highlight one) meet the requirements of this department.

Comments:

Property taxes on parcel # 206-52-113B are current.

Kari Lopez
Navajo County Treasurer

From: [Kirby Coppedge](#)
To: [Leah Thomas](#)
Subject: RE: Application for Permanent Extension of Premises - AZTEX
Date: Tuesday, September 3, 2024 11:16:44 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

The Sheriff's Office has no object to this application.

From: Leah Thomas <Leah.Thomas@navajocountyaz.gov>
Sent: Tuesday, September 3, 2024 9:34 AM
To: Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>
Cc: David Clouse <David.Clouse@navajocountyaz.gov>
Subject: FW: Application for Permanent Extension of Premises - AZTEX

Please let me know your Departments position on the attached application.

Thank you,
[Leah Thomas, CMC](#)
Deputy Clerk of the Board



From: Leah Thomas
Sent: Monday, August 26, 2024 8:39 AM
To: Cody Cooper <cody.cooper@navajocountyaz.gov>; Kari Lopez <Kari.Lopez@navajocountyaz.gov>; Kathryn Mathewson <kathryn.mathewson@navajocountyaz.gov>; Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>
Subject: Application for Permanent Extension of Premises

Good Morning!

Please review and submit your Department position for the attached Application for Permanent Extension no later than Friday, August 30, 2024.

Thank you,

[Leah Thomas, CMC](#)
Deputy Clerk of the Board

Work: 928.524.4104 **Fax:** 928.524.4239 **Email:** leah.thomas@navajocountyaz.gov



Board of Supervisors Regular

4. b.

Meeting Date: 09/10/2024

Title: Navajo County Fair Days

Submitted By: Leah Thomas, Deputy Clerk of the Board of Supervisors

Department: Board of Supervisors

Presented By: Supervisor Jason E. Whiting/Rusty
DeSpain/Mina Henning

Motion before the Board:

Consideration and approval of a proclamation declaring September 11 through September 14, 2024, as "Navajo County Fair Days".

Background:

This year marks the 93rd Annual Navajo County Fair & Rodeo with the theme of "Ribbons, Rides & Rodeos"

Entertainment this year includes: the Ram Rodeo, Demolition Derby, Little Buckaroo Rodeo, Open Class Exhibits and Demonstrations, Jr. Livestock Show and Auction, 4-H Horse Show, Small Stock Show and Exhibits. There will also be Live Bands on the Main Stage featuring High Lonesome and Main Street on Wednesday night, Live Band on the Main Stage featuring Hailey Green, on Thursday following the Demolition Derby, Live Music on the Main Stage featuring Ronnie and the Redwoods on Friday following the Rodeo and Live Band on the Main Stage featuring Kenny Feidler & the Cowboy Killers following the Rodeo on Saturday. Plus the carnival, food booths, vendors, and much, much more.

Recommendation:

Approval

Attachments

NCF Proclamation 2024

Form Review

Inbox

Clerk of the Board
Form Started By: Leah Thomas
Final Approval Date: 09/04/2024

Reviewed By

Melissa Buckley

Date

09/04/2024 09:45 AM
Started On: 08/29/2024 09:04 AM



Navajo County **Proclamation**

SEPTEMBER 11, 2024 THROUGH SEPTEMBER 14, 2024
“NAVAJO COUNTY FAIR DAYS”

WHEREAS, the Navajo County Fair is celebrating its 93rd Year in succession; and

WHEREAS, the **Navajo County Fair** has been an important part of Navajo County history since the 1930s; and

WHEREAS, citizens can display garden and homemade products, artistic pieces of work, livestock and their hobbies; and

WHEREAS, this annual event is a wholesome, fun, and educational experience which has been long enjoyed by all; and

WHEREAS, the Navajo County Board of Supervisors and the residents of Navajo County value the benefits that the Fair provides to the citizens of Navajo County.

NOW, THEREFORE, I, Jason Whiting, Chairman of the Navajo County Board of Supervisors, do hereby proclaim September 11 through September 14, 2024, as

“NAVAJO COUNTY FAIR DAYS”

in Navajo County and thank the volunteers who are contributing their time and energy to making the Fair a success and urge all residents of Navajo County and the Navajo County staff to take part in the festivities and join in the celebration of Navajo County’s 93rd Annual County Fair.

Done in concurrence with the Navajo County Board of Supervisors Meeting this 10th day of September 2024.

Jason Whiting, Chairman

Attest:

Melissa W. Buckley, Clerk of the Board



Board of Supervisors Regular

5. a.

Meeting Date: 09/10/2024

Title: GFOA's Certificate of Achievement/Award of Financial Reporting Achievement to Navajo County Finance

Submitted For: Bryan Layton, County Manager

Submitted By: Melissa Buckley, Clerk of the Board of Supervisors

Department: Administrative Services

Presented By: Bryan Layton

Subject:

Presentation to the Navajo County Finance Team for receiving the Certificate of Achievement for Excellence in Financial Reporting and an Award of Financial Report Achievement.

Background:

The Government Finance Officers Association notified the Navajo County Finance Team that the annual comprehensive financial report for the fiscal year that ended June 30, 2023, qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate.

Attachments

Letter from GFOA
Cert Financial Reporting
Award
GFOA Press Release

Form Review

Inbox

Clerk of the Board
Clerk of the Board
Clerk of the Board
Form Started By: Leah Thomas
Final Approval Date: 08/29/2024

Reviewed By

Melissa Buckley
Melissa Buckley
Melissa Buckley

Date

11/07/2023 04:13 PM
11/07/2023 04:13 PM
08/29/2024 10:31 AM
Started On: 11/06/2023 02:24 PM



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

8/27/2024

Jayson Vowell
Finance Director
Navajo County, Arizona

Dear Jayson:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2024 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

Navajo County
Arizona

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
Navajo County, Arizona



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date: 8/27/2024



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

8/27/2024

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Navajo County** for its annual comprehensive financial report for the fiscal year ended June 30, 2023. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

**Board of Supervisors Regular****6. a.****Meeting Date:** 09/10/2024**Title:** Navajo County Comprehensive Plan Update Presentation**Submitted By:** Cody Cooper, Planning Manager**Department:** Planning & Development Services**Presented By:** Cody Cooper

Subject:

Presentation regarding the ongoing update to the Navajo County Comprehensive Plan, including upcoming dates and events as the update moves toward the hearing process.

Background:

In January 2024, Navajo County Planning and Development Services began work with Logan Simpson Design to complete an update to the Navajo County Comprehensive Plan. Staff has worked through the first phase of community events and is working toward the release of a draft of the Comprehensive Plan Update for both agency and public input. This presentation aims to recap recent events and inform of those events to come in the future for this update.

Attachments

Comprehensive Plan PPT

Form Review**Inbox**

Brandt Clark

Form Started By: Cody Cooper

Final Approval Date: 09/04/2024

Reviewed By

Brandt Clark

Date

09/04/2024 10:11 AM

Started On: 08/29/2024 05:56 PM



NAVAJO COUNTY

BOARD OF SUPERVISORS

Public Meeting
09-10-2024 • 9:00 AM



BOARD OF SUPERVISORS

COMPREHENSIVE PLAN UPDATE

**Summary of completed tasks and next steps for the Navajo County Comprehensive
Plan Update**

IMPORTANCE OF COMPREHENSIVE PLAN

- **Guides coordinated, adjusted, and harmonious development of Navajo County for present and next 20–30 years**
 - **Is revisited every 10 years (maximum) to ensure goals and policies still reflect needs of County**
- **Helps to conserve natural resources of County, ensure efficient expenditure of public monies, and promote health, safety, convenience, and general welfare of the public.**
- **Will guide amendments to Zoning Ordinance and other relevant County Ordinances**
- **Will guide Staff recommendations on projects and Board decisions**

PLANNING HIERARCHY



PLAN CONTENT S

Progress



Land Use



Transportation



Economic Growth

Quality of Life



Housing



**Water
Wastewater**



Public Facilities

Stewardship



Energy



Environment



Open Space

COMMUNITY QUESTIONNAIRE (135 RESPONSES)



Love – less population, peaceful, quiet, landscape variety



Does well – outdoor recreation, public service, community info



Change – lower cost of living, more housing, more employment



Improve – higher wages, affordable housing, road infrastructure



Obstacles – lack of commercial/industry, infrastructure, funding

COMMUNITY INTERVIEWS

Arizona State
Land
Department

Arizona Public
Service

Show Low
Airport

Heber
Overgaard Fire
Department

NE AZ
Workforce Dev
Board

County
Management

North Country
Healthcare

Timber Mesa
Fire & Med

Arizona Game
& Fish Dept.

N. AZ Fire
Chief's Assoc.

Aztec Land and
Cattle Co.

County Health
Department

Show Low
Planning Dept.

People's Voice
Committee

Bison Homes

Navopache
Electric Coop

COMMUNITY EVENTS

EVENT	DATE	COMMUNITY MEMBERS ENGAGED
Show Low Days	June 7 th , 2024	100
Heber-Overgaard Resource Networking Day	June 8 th , 2024	123
Pinetop-Lakeside White Mountain Balloon Festival	June 21 st , 2024	450
Winslow Public Library Drop-In	July 3 rd , 2024	30
Joseph City Community Meeting	July 4 th , 2024	118
Taylor/Snowflake Independence Day Celebration	July 5 th , 2024	81
Holbrook Open House	October 3, 2024	TBD
Show Low Open House	October 4, 2024	TBD

NEXT STEPS

- **60-Day Review – September 24th to November 22nd, 2024**
- **Holbrook Open House – October 3rd, 2024**
- **Show Low Open House – October 4th, 2024**
- **Planning and Zoning Commission Hearing – December 12th, 2024**
- **Board of Supervisors Hearing (Possible Adoption) – January 14th, 2025**

OPEN HOUSE #1

- **Location – Navajo County Governmental Complex**
- **Address – 100 E. Code Talkers Dr.**
- **Room – Board of Supervisors Chambers**
- **Date – Thursday, October 3rd, 2024**
- **Time – 6:00 P.M. to 8:00 P.M.**

OPEN HOUSE #2

- **Location – Show Low City Hall**
- **Address – 180 N. 9th St.**
- **Room – Deuce of Clubs Room**
- **Date – Friday, October 4th, 2024**
- **Time – 11:00 A.M. to 1:00 P.M.**

PLANNING AND ZONING COMMISSION

- **Location – Navajo County Governmental Complex**
- **Address – 100 E. Code Talkers Dr.**
- **Room – Board of Supervisors Chambers**
- **Date – Thursday, December 12th, 2024**
- **Time – 6:00 P.M.**
- **Action – Recommendation**

BOARD OF SUPERVISORS

- **Location – Navajo County Governmental Complex**
- **Address – 100 E. Code Talkers Dr.**
- **Room – Board of Supervisors Chambers**
- **Date – Tuesday, January 14th, 2025**
- **Time – 9:00 A.M.**
- **Action – Potential Adoption**