



# 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, October 22, 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](http://www.navajocountyaz.gov)

**WATCH THE MEETING LIVE AT:** [www.navajocountyaz.gov/660](http://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.buckle@navajocountyaz.gov](mailto:melissa.buckle@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.

"NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before Navajo County makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Navajo County Board of Supervisors' regular meetings are recorded and may be viewed on Navajo County's website and social media pages. If you permit your child to attend/participate in a televised Navajo County Board of Supervisors meeting, a recording will be made, and your child's picture may be posted on Navajo County's social media pages. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting."

## **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: September 24, 2024
  - b. Clerk of Superior Court Report: September 2024
  - c. Constable Reports: Snowflake Precinct #3, September 2024; Show Low Precinct #5, September 2024; Pinetop-Lakeside Precinct #6, September 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, September 2024

- e. Intergovernmental agreement between the Navajo County Sheriff's Office and Sun Valley Fire Department for leased space at the Adamana radio site shelter location
- f. FY24 Arizona Law Enforcement Accreditation Program Grant in the amount of \$250,000 to hire an Accreditation Manager
- g. Governor's Office of Highway Safety Grant, Grant number 2025-PTS-038, in the amount of \$17,366.00 for the purposes of overtime
- h. Governor's Office of Highway Safety grant, Grant number 2025-405d-025, in the amount of \$24,000 for DUI/impaired driving enforcement overtime
- i. Memorandum of Understanding between Arizona Complete Health and the Navajo County Detention Facility to establish a collaborative protocol for effective communication, coordination, and continuity of care for adults and children eligible for services provided by AzCH who are under supervision by Navajo County Jail
- j. Acceptance of property lease agreement between the City of Holbrook and the Navajo County Hashknife Sheriff's Posse Search & Rescue for a 2,000 square foot metal building within Holbrook, Arizona for the use of search and rescue equipment storage, meetings and training
- k. Law Enforcement Agreement between the Navajo Nation through the Division of Public Safety and the Navajo Police Department, and Navajo County
- l. FY25 Arizona Criminal Justice Commission, Victim Assistance Grant, Grant Number VA-25-012S in the amount of \$22,119.55
- m. FY25 Arizona Criminal Justice Commission, Victim Assistance Grant, Grant Number VA-25-012A in the amount of \$22,119.55
- n. Acceptance of FY24-FY25 Arizona Department of Public Safety, Victims of Crime Act Grant, Grant Number 2024-127 in the amount of \$198,898 to provide assistance to victims of crime
- o. Cooperative Agreement with the Virginia Sheriffs' Association (VSA) enabling the County to utilize and share contracts with the Virginia Sheriffs' Association, thus saving time and money
- p. Award of contract #B24-08-014 Vehicle Replacement Program to Show Low Ford
- q. Approval of 1 Back Tax Land Parcel sold over the counter in the amount of \$428,106.23
- r. Acceptance of the Back Tax Land list and authorization to publish the notice scheduling the 2024 Back Tax Land On-Line Auction to begin January 20 through January 27, 2025

- s. Acceptance of the surplus and seized vehicle and equipment list and authorization to publish the notice of the same scheduling the Public Surplus online auction for surplus and seized vehicles and equipment on November 11, 2024, through November 18, 2024
- t. Reissuance of Stale Dated Checks
- u. Appointment of Carey Wagoner, James Anthony Massaro, Michael Douglas Hall, Fernanda James and Patricia Anne Bocchio as Republican Precinct Committee members for their respective precincts
- v. Contracts signed by the County Manager pursuant to Board of Supervisors Resolution: Change Order for Professional Services between Navajo County and EX2 Technology, LLC to provide Design and the installation of two laterals on Airport Loop Road
- w. Sympathy Letters: Shelby Beeler (Public Works) and Cadence McCarty (NCSO)
- x. Proclamation declaring November 2024 as "National Native American Heritage Month"

2. **EMPLOYEE RECOGNITION:**

- a. Presentation: Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of October: **Inna Yakhontova**, Human Resources; **Karn Harris**, Public Defender; **Russ McCray**, Public Works; and **Marcus Sandoval**, Facilities.  
**Presented By:** Lea Petersen
- b. Presentation to Timothy Toney on his Retirement from Navajo County after 23+ Years of Service  
**Presented By:** Eric Scott and Ernie Garcia

3. **BOARD OF SUPERVISORS:**

- a. **PUBLIC HEARING:** Consideration and adoption of **Resolution Number 40-2024**, deannexing territory from the City of Show Low and annexing the same territory to the Town of Pinetop-Lakeside.  
**Presented By:** Jason Moore
- b. Consideration and adoption of **Resolution Number 41-2024**, authorizing the Clerk of the Board to administratively approve uniform video service licenses pursuant to A.R.S. §11-1914.  
**Presented By:** Jason Moore

4. **ADMINISTRATIVE SERVICES:**

- a. Consideration of award of Contract No. B24-08-015 Navajo County Code Enforcement Facility, Taylor Arizona to Restore Pro, Inc., 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.

**Presented By:** Grant Evans

- b. Presentation on FY2024 Navajo County grant development & management performance.

**Presented By:** Ken Maruyama

5. **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. Amendment Number 1 to the Intergovernmental Agreement, Contract Number CTR064801, between the Arizona Department of Health Services and Navajo County Public Health Services District for the Workforce Development Grant

2. Two 2024 State Homeland Security Grants (SHSGP) awarded to Navajo County Emergency Management to provide equipment and portable radios

3. Amendment Number 4, Intergovernmental Agreement, Contract Number CTR055412, between the Arizona Department of Health Services and Navajo County Public Health Services District for Healthy People, Health Communities

4. Arizona Governor's Office of Highway Safety Grant, Grant number 2025-405b-006, in the amount of \$19,773.00 to support car seat classes and other awareness education on motor vehicle safety

- b. **REGULAR AGENDA:**

1. Consideration to fund all six eligible projects selected for funding with Opioid Settlement Funds after going through the vetting process conducted by the Opioid Settlement Agreement Steering Committee previously delegated by the Board of Supervisors.

**Presented By:** Janelle Linn

6. **PLANNING & DEVELOPMENT SERVICES:**

- a. **PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 42-2024**, approving/denying a Final Plat Amendment to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV.

**Presented By:** Cody Cooper

- b. **PUBLIC HEARING:** Consideration and possible adoption of **Resolution 43-2024**, approving/denying a request by Lark Point Solar, LLC, for a Special Use Permit to allow for the construction and operation of a 450MW solar power generation facility, as well as 450MW, battery energy storage system (BESS), and associated facilities on approximately 7,119 acres located southwest of Joseph City, Arizona.

**Presented By:** Tyler Richards

7. **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. Navajo County's Community Rating System (CRS) Annual Re-certification

- b. **REGULAR AGENDA:**

- 1. Consideration of a Land Purchase Agreement between Michael C. Burdick, Sr. and Carol D. Burdick (Sellers) and Navajo County, Arizona (Buyer) for Flood Control in the Wagon Wheel Area, Navajo County, Arizona.

**Presented By:** Donald Perkins

- 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. **BOARD OF SUPERVISORS:**

- a. **EXECUTIVE SESSION** pursuant to A.R.S. §38-431.03(A)(1) for personnel discussion on the County Managers' performance evaluation and employment contract.

**Presented By:** Chairman Jason Whiting

- b. **RECONVENE:** Consideration and possible approval of the County Managers' performance evaluation and employment contract.

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

11. **ADJOURN**

Posted: 11:00 a.m. By: MWB

*Melissa W. Buckley*

Melissa W. Buckley - Clerk of the Board



**Board of Supervisors Regular**

**1. a.**

**Meeting Date:** 10/22/2024

**Title:** Draft Minutes

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

**Department:** Board of Supervisors

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**Motion before the Board:**

Minutes: September 24, 2024

**Background:**

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**Attachments**

9.24.2024 DRAFT Minutes

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**Form Review**

Form Started By: Leah Thomas

Started On: 10/04/2024 09:06 AM

Final Approval Date: 10/04/2024

**NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES**  
**Tuesday, September 24, 2024**

Present: Fern Benally, Vice-Chair; Alberto Peshlakai, Supervisor District II; Jason Whiting, Chairman; Daryl Seymore, Supervisor District IV; Dawnafe Whitesinger, Supervisor District V

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

**9:02 a.m. Call To Order:** Invocation and Pledge of Allegiance was led by **Supervisor Alberto Peshlakai.**

**CONSENT AGENDA:**

- a. *Minutes: September 10, 2024*
- b. *Clerk of Superior Court Report: August 2024*
- c. *Constable Reports: Snowflake Precinct #3, August 2024; Kayenta Precinct #4, August 2024; Show Low Precinct #5, July and August 2024; Pinetop-Lakeside Precinct #6, August 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, August 2024*
- e. *Contracts signed by the County Manager pursuant to Board of Supervisors Resolution: Professional Services Contract with Johnson Walzer Associates (Consultant) for Navajo County Holbrook Administrative Building Public Service Counters; M&O Agencies, Inc. DBA The Mahoney Group Business Associate Agreement; Kimley-Horn and Associates, Inc. for Pinetop Country Club Striping Improvement Project; Johnson Walzer Associates (Consultant) for White Mountain Community Center Roofing Replacement Architectural Services*
- f. *FY25 Budget Amendments for the American Rescue Plan Act Funds and the Residential Substance Abuse Treatment Fund*
- g. *Environmental form "E-11 Environmental Assessment Checklist" for the Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project*
- h. *Certification of Fiscal Year 2024 Fill the Gap Revenue*
- i. *Memorandum of Understanding between Northern Arizona Council of Governments, Coconino County, Mohave County, Navajo County, Yavapai County for the purpose of documenting the roles and responsibilities of the various parties involved in the Route 66 Brownfields Assessment Coalition, with regard to EPA Cooperative Agreement No: BF-97T07601*
- j. *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*
- k. *Name an existing unnamed road in the "Linden / Show Low" area as "Peach Tree Lane" in Section 5, Township 10 North, Range 21 East in District IV*

- l. **Resolution Number 37-2024**, approving an extension of the Special Use Permit granted in Resolution 31-2023 for a period of 90 days, creating a new expiration date of November 20, 2024, if the privileges of the Special Use are not utilized by said date
- m. Intergovernmental Agreement between the Navajo County Community College District and Navajo County on the continued operation of the Northeastern Law Enforcement Training Academy (NALETA)
- n. FY25 Office of the Attorney General Victims' Rights Program Grant in the amount of \$12,400.00 for 23.38% of the salary and employee related expenses for the Victims' Rights Program Secretary
- o. Amendment No. 2, extending the Legal Services for Dependency Cases for Public Defenders Office Contract B23-03-029 with Belt Law Firm for one additional year (8/12/2024 through 8/11/2025)
- p. Approve Poll Workers and Adopt **Resolution Number 38-24** designating Polling Places/Vote Centers for the General Election and a polling location contingency plan
- q. Sympathy Letters: George Amador (Public Works); Clint Haddox (Equipment Shop Foreman) and Christen Haddox (Elections Coordinator); Sherry Fish (Health District)
- r. Change Order Number One increases the Clay Springs Community Center Roof Replacement project by an additional \$19,506.00:  
**Chairman Whiting** recused himself on Item e due to a conflict.  
**Supervisor Peshlakai made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Seymore**. Motion approved 4-0, with **Chairman Whiting** recusing himself due to a conflict on Item e.  
**Supervisor Seymore made a motion** to enter into the Navajo County Public Health Services District Board of Directors Session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

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

**CONSENT AGENDA:**

- 1. Intergovernmental Agreement CTR067944 Amendment Number One (1) for WIC and Breastfeeding Peer Counseling Services between Navajo County and Arizona Department of Health Services
- 2. Intergovernmental Agreement CTR055412 Amendment 4 between the Arizona Department of Health Services and Navajo County Public Health Services District to provide preventative services to our community:  
**Supervisor Seymore made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

## **REGULAR AGENDA:**

### **1. *Presentation to recognize our CDC Public Health Associates:***

Janelle Linn introduced Kelsey Nies and Kiana Davis, who are Public Health Associates assigned to Navajo County for the past two years from the CDC. She indicated that the CDC is for recent college graduates to instill career training tools that allow them to further their careers in the public health field. She stated that it is a great opportunity for Public Health because the CDC pays the salary and ERE's for the two years and the Department gets highly qualified individuals that are eager to work and that it gives them extra workforce, so they are able to do more. She indicated that the program began in 2007 and that 1800 individuals have been through program. She stated that the funding each year determines the number of associates that they have, that next year there are only 58 spots, and that Public Health won't get an associate for next year.

Kelsey Nies stated that she worked with the WIC program for past 2 years and that she is grateful for opportunity that she had. She thanked Janelle Linn, Ivy McCullough and Katie Chee for their leadership, as well as the rest of the WIC team. She stated that she served as a Community Nutrition Educator performing one-on-one client appointments, that she led outreach efforts for the program which helped expand the WIC referral system and that she created the Annual WIC Baby Shower Event, held in Winslow and Show Low. She indicated that WIC is a special and needed program, noting that it has been an incredible beginning in her public health career. She stated that she is excited to continue with CDC as a Public Health Advisor for their Healthy Tribes Program in Albuquerque, NM. She stated that she is grateful for the past two years that she has spent with Navajo County Public Health and the individuals she met along the way.

Kiana Davis stated that she worked with the Navajo County Environmental Health Program and that she is grateful for the opportunity. She indicated that she learned about food safety, that she conducted over 400 inspections at various locations and events, ensuring compliance with health codes and enhancing food safety in the communities, that she had an opportunity to lead a project to develop the program through a continuous improvement with the FDA Voluntary National Retail Food Regulatory Program, that she helped develop policies for the program and helped with meeting four of the FDA standards. She stated that the progress they made by meeting the standards helps increase community awareness of food safety and strengthens community trust. She shared her appreciation to Navajo County for the opportunity, indicating that her colleagues and supervisors have been invaluable. She stated that she appreciates being able to contribute to the community's health while developing her skills, noting that she has learned from exemplary leadership and that the experiences and skills have prepared her for her upcoming CDC field assignment in New Mexico.

Ivy McCullough shared how great it is to work with the WIC program, noting that this is the 50<sup>th</sup> Anniversary of being a federally funded program. She thanked Kelsey Nies for her hard work. She stated that they are currently serving 115% of their case load which is allowing them

to increase their funding. She stated that they are grateful for having Kelsey the past two years, noting that all of the outreach and work she did made them more visible in the community.

Rhonda Krouse stated that Kiana Davis has done so much for their program and that she did great. She indicated that her primary goal was to help with the policies and procedures, which is the foundation of an organization, and that she was able to help organized and implement that and get more grant funding. She stated that both Kelsey and Kiana are perfect examples of what legacy does, and that they changed and added so much to both programs

Kiana Davis and Kelsey Nies were recognized for the work they did in Navajo County.

**Chairman Whiting** thanked Kiana and Kelsey and shared his appreciation for the good work that they have done. He shared his appreciation to the department leadership for looking for opportunities to bring more value to the citizens.

**Vice-Chair Benally made a motion** to return to regular session, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

#### **ADMINISTRATIVE SERVICES:**

- a. *Presentation to Mark Lamb on his Retirement from Navajo County after 8+ Years of Service:*

Eric Scott recognized Mark Lamb for years of service. He stated that Mr. Lamb has been with Navajo County for over eight years, that he has been an asset, and that he has so much passion and energy. He indicated that he has been a true champion for Navajo County, in particular to the health plan, noting that he has shared his story previously. He wished him the best in retirement.

Rick Denton stated that Mr. Lamb is good man, a good Christian, a good worker and a better friend. He shared his appreciation to Mr. Lamb and wished him the best on his journey.

Mark Lamb spoke about his terminal cancer diagnoses and how the Edison Program was able to help him through the cancer. He stated that he has been cancer-free for the past 18 months, with no evidence of recurrent or metastatic disease. He indicated that he decided it was time for him to retire, and he expressed deep gratitude to the board, Eric Scott, and others who helped him during his health crisis. He presented hats to the Board members as a token of his appreciation, explaining the significance of the "L2" brand on the hats. He shared his belief that those on the other side can help us, which is something he didn't believe before his experience.

**Supervisor Seymore** thanked Mr. Lamb for his friendship and spoke about how they went to school and played sports together. He talked about how hard of a worker he is and how he provides for his family. He stated that he is the kind of guy that remembers his people and his friends. He talked about his faith and thanked him for his testimony and for having hope, prayer and faith.

**Chairman Whiting** thanked Mr. Lamb for sharing his story. He stated that they have enjoyed having him as a part of Navajo County and that he

has been a blessing. He shared his appreciation to him for sharing his story and wished him the best in retirement.

- b. *Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Clark Edwards** (Superior Court) 5 years; **Patty Graham** (Pinetop Justice Court) 5 years; **Nathan Ostertag** (Sheriff) 5 years; **James Allen Shreeve** (Sheriff) 5 years; **Olivia Todd** (Treasurer) 5 years; **Paul Dobell** (Information Technology) 5 years; **Octavia Thompson** (Health District) 5 years; **Erika Chavez** (Sheriff) 5 years; **Nikki Olson** (Health District) 5 years; **Garrison Yazzie** (Jail Operations) 5 Years; **Scott Mauff** (Public Works) 5 Years; **Jessica Freeman** (Jail Operations) 5 Years; **Michael Tyler** (Facilities Management) 10 Years; **Katelyn Butler** (Sheriff) 10 Years; **Wylie Williams** (Sheriff) 15 Years; **Tony Peterson** (Clerk of Superior Court) 15 Years; **Maria Nevarez** (Probation) 20 Years; **Sheena Valdez** (Probation) 25 Years; **Randall Whipple** (Public Works) 35 Years; and **Joel Ruechel** (County Attorney) 40 Years:*

Eric Scott recognized the employees present for their service to Navajo County. He indicated that they have each received a gift basket and will get a shirt with years of service and a road sign in appreciation of their continued service.

#### **COUNTY ATTORNEY:**

- a. *Presentation to Deputy County Attorney, Martin Roes, who received the APAAC Juvenile Prosecutor of the Year Award from the Arizona Prosecuting Attorneys' Advisory Council :*
- Brad Carlyon introduced Deputy County Attorney Martin Roes, who had received the Juvenile Prosecutor of the Year Award from the Arizona Prosecuting Attorneys Advisory Council. Mr. Carlyon highlighted that Martin Roes' work as a juvenile prosecutor requires a great deal of discretion and a mature state of mind to balance the purpose of the juvenile justice system, which is reform rather than punishment. Mr. Carlyon stated that Mr. Roes is outstanding in finding the right balance to help turn around the lives of juveniles and get them on a path to becoming productive citizens, rather than becoming involved in the adult criminal system. Mr. Carlyon praised Mr. Roes' understanding of his role as a juvenile prosecutor and the exemplary leadership he has demonstrated in that position. Mr. Carlyon commended Martin Roes for his exceptional work and impact as the Juvenile Prosecutor of the Year for Navajo County. The Board presented Mr. Roes with a gift of appreciation on his award. **Chairman Whiting** thanked Mr. Roes and indicated that this is the second year in the row that a prosecutor has been recognized. Mr. Carlyon talked about the wall of recognition in their office.

## **SHERIFF'S OFFICE:**

- a. *Consideration of an award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$2,307,000 for the continuation and expansion of the Navajo County Sheriff's Office Public Safety Interoperability Communication Project :*

Sheriff David Clouse talked about the grant that was awarded. He gave some background on a previous 911 outage issue that occurred 4 years ago, which highlighted the need to improve the county's communication infrastructure. He spoke about Senator Kelly's office reaching out to the Sheriff's Office and the discussion regarding communication needs, including the radio and portable equipment. Sheriff Clouse expressed confidence in the plan developed by Lieutenant Whipple, stating that it was designed with fiscal responsibility and sustainability in mind, so that future sheriffs would inherit a solid communication system. He emphasized that while grant funding is being utilized, it is still taxpayer money, so the Sheriff's Office has approached this project with stewardship and ensuring it meets the county's needs and utilizing the grant funding effectively.

A presentation was shown. Lieutenant Whipple provided details on the \$2.3 million grant award from the Department of Justice for the Navajo County Sheriff's Office Public Safety Communication project, indicating that the grant will be used to acquire more mobile and portable radios to outfit the Sheriff's Office as well as other agencies in Navajo County to improve interoperability. He stated that they plan to expand the number of radio sites from 10 to 18, which will improve coverage and communication capabilities across the county, including in tribal areas. He further stated that the grant will fund the purchase of two additional CRD devices, which are mobile cell phone towers that can be deployed to provide temporary communication coverage at emergency scenes. He indicated that the funding will also be used to enhance the computer-aided dispatch location features, allowing dispatchers to see officer locations and use quickest routing for emergency response. Lieutenant Whipple emphasized that this project builds upon previous ARPA and other grant-funded efforts to enhance the communication infrastructure and interoperability across the county.

**Supervisor Seymore** expressed gratitude and appreciation for the grant funding secured, as well as the work done by the Sheriff's Office leadership in addressing the county's public safety communication needs. He stated that he appreciates the effort put into developing the master plan for the communication project and believes it will serve the county well in the years to come.

**Supervisor Whitesinger** thanked the Sheriff's Office for the presentation and Luther Lee from Senator Kelly's Office for being present. She commended the preparedness and proactive approach taken by the county in securing the grant funding to address the communication needs, which she sees as beneficial for serving the citizens of Navajo County.

**Vice-Chair Benally** thanked the Sheriff's Office for looking for and finds the funding opportunities. She shared her appreciation to Senator Kelly's Office. She spoke about the radios that were received in her community of

Kayenta and how grateful they were. She shared her gratitude to the Sheriff's Office in securing this funding.

**Chairman Whiting** shared his appreciation to the Sheriff's Office for always looking for opportunities, partnerships, and ways to bring in additional funding to accomplish important projects. He expressed his appreciation for the partnership with the Sheriff's Office.

**Supervisor Benally made a motion** to approve an award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$2,307,000 for the continuation and expansion of the Navajo County Sheriff's Office Public Safety Interoperability Communication Project, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

### **INFORMATION TECHNOLOGY:**

- a. *Consideration of award of contract #B24-06-005 Parcel Fabric to Bruce Harris & Associates, Incorporated to provide professional parcel mapping services for Parcel Fabric:*

Ken Dewitt stated that he met with representatives from various county departments, including Public Works, Planning, Sheriff's Office, Health, Recorders, Assessors, Treasurers, Emergency Management, Elections, and Clerk of the Board, to discuss the development of GIS, Geographic Information Systems. He indicated that GIS is a system that stores, analyzes, and displays data related to locations on the Earth's surface. It takes data and creates maps. He stated that there are many ways to utilize GIS to give citizens access to county data, which will help the county become more data-driven in its decision-making, but that in order for this to happen, the county needs to have a good "base layer" or "parcel fabric" for the GIS system, which currently needs improvement. He indicated that this RFP is for a professional parcel mapping services to help improve the parcel fabric, which is the foundation for the county's GIS capabilities. He reviewed the bid process and stated that the evaluation committee is recommending award of the contract to Bruce Harris & Associates, Inc. **Supervisor Whitesinger** stated that she believes this work aligns with the need for the county to be prepared and proactive. She expressed her gratitude for the work being done to help the county prepare for the technological changes.

**Supervisor Whitesinger made a motion** to approve award of contract #B24-06-005 Parcel Fabric to Bruce Harris & Associates, Incorporated to provide professional parcel mapping services for Parcel Fabric, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

**BOARD OF SUPERVISORS:**

- a. **PUBLIC HEARING:** *Consideration of a Liquor License for Jonathan M. Neterer for MJ's Hideaway located at 1896 Silver Lake Boulevard, Show Low, AZ:*

Leah Thomas stated that the application is for a new 012 Restaurant License. She indicated that the Sherrif's Department, Treasurer's Office, Health Department and Planning and Development have given approvals for their departments and that this has been posted for the twenty days as required. She stated that staff recommends approval.

**Chairman Whiting** opened the meeting for public comments. There being no comments, the public hearing was closed.

**Supervisor Seymore made a motion** to approve a Liquor License for Jonathan M. Neterer for MJ's Hideaway located at 1896 Silver Lake Boulevard, Show Low, AZ, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

**PUBLIC FIDUCIARY:**

- a. *Consideration of imposing a lien on the real property of John Phillip Borne, located in Navajo County, in the amount of \$1,463.40, to recover the costs to the County associated with the expenses of his indigent burial :*

Pam Phillips stated that by statute the Public Fiduciary is allowed to place a lien on a property to recover costs associated with an indigent burial. She indicated that in this case the deceased individual had real property, but the family declined to reimburse the county for the cremation and shipping costs. She stated that the Public Fiduciary is requesting approval to place a lien on the property, so that when it is sold, the county can recoup the costs they incurred for the cremation, shipping, and other expenses related to the burial. She indicated that the goal is to repay the taxpayers for the costs the county had to cover for this indigent burial, since the family did not pay.

**Chairman Whiting** expressed his appreciation for the Public Fiduciary's Office and their handling of this sensitive situation while seeking to recover the county's costs through a lien on the property.

**Supervisor Whitesinger made a motion** to impose a lien on the real property of John Phillip Borne, located in Navajo County, in the amount of \$1,463.40, to recover the costs to the County associated with the expenses of his indigent burial, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

## **PLANNING & DEVELOPMENT SERVICES:**

- a. **PUBLIC HEARING:** *Consideration and possible adoption of Resolution Number 39-2024, approving/denying a Final Plat Amendment to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision :*

A presentation was shown. Cody Cooper addressed the item, indicating that this proposal involves several amendments to the Cobble Creek subdivision, including the removal of specific tracts and easements, adjustments to lot lines, and the creation of a new tract. He stated that Tracts A, B, and C will be removed, that they were designated for community use but have not been utilized for those purposes. He indicated that the removal will not change ownership but will require future development to undergo site plan reviews or zone changes. He stated that the pedestrian and equestrian access easements between lots 9 and 10 and 26 and 27 will be eliminated, noting that they typically don't encourage those types of easements anymore, due to permission requirements from the Forest Service. He further stated that a water line easement between lots 36 and 37 will be converted into a drainage easement, as the water line is not currently utilized. He indicated that tract D will be eliminated and combined with adjacent parcels, noting a small portion would be removed from the plat and combined into the parcel owned by the applicant, and that lot line adjustments between lots 35 and 36 will be made to facilitate the changes. He stated that they will eliminate tract E, that was used for pedestrian/equestrian potential, which will be given to the property owner to enlarge the property for lot 31. He stated that a new tract, F, will be established to define roadways, clarifying legal status without altering access rights. He indicated that an ingress/egress utility access for lot 35 will be added to ensure legal access. He stated that staff recommends approval of the proposed final plat amendment, noting that these changes align with their current review standards or items that serve to enhance the properties of those within the subdivision. He indicated that they have not received any comment in favor or against the proposal.

Lester Pierce, the applicant, thanked the Board for their consideration. He stated that this will clean up a lot of the problems that they have been having in the area.

**Chairman Whiting** opened the meeting for public comments. There being no comments, the public meeting was closed.

**Supervisor Seymore** stated that he appreciates that in order for tracts A, B, and C to have any changes, the Board would have an opportunity to review those so that it keeps the integrity of the project.

**Supervisor Seymore made a motion** to adopt **Resolution Number 39-2024**, approving a Final Plat Amendment to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision, motion seconded by **Supervisor Whitesinger**.

Vote unanimous approving the motion.

- b. **PUBLIC HEARING:** *Consideration and possible adoption of Resolution Number 40-2024, approving/denying a request by SBA Communications for a Special Use Permit to allow for the construction and operation of a 120' multi-carrier, monopole communication tower and associated facilities, located east of Snowflake :*

A presentation was shown. Cody Cooper stated that the proposed site is located approximately six miles east of Snowflake, that the parcel is 51.16 acres and that the project will occupy a smaller lease area within this parcel. He indicated that this will be a 120-foot monopole wireless communication tower with the associated facilities and will be located within a 100x100 foot lease area, surrounded by an eight-foot chain link fence. He indicated that the tower would be positioned at least 191 feet from all property boundaries, that it is in a commercial-residential zone and not part of an applied subdivision and that it adheres to the one-foot setback requirement, exceeding the zoning ordinance. He noted that they received 14 public comments in opposition to the proposal at the time the report was prepared, and additional comments had been received since then. Mr. Cooper outlined the three main concerns raised, including health concerns from those with health conditions in the area; questions about the completeness of the application and justification for the tower; and potential impacts on property values. He explained that the county does not have the authority to review health concerns, as that falls under the jurisdiction of the FCC. He spoke regarding the completeness of the application, indicating that if the board felt more information was needed, they could request that from the applicant. Mr. Cooper indicated that the property value impacts are outside the purview of the planning department, but the board could consider that evidence if provided. He stated that staff recommends approval of the special use permit, subject to 13 conditions. A presentation was shown. Reg Destree, with SBA Communications, stated that SBA Communications operates nationwide, with a substantial presence in Arizona. He indicated that the tenant will Verizon Wireless, that the proposed site is along Concho Highway, and was strategically chosen to enhance coverage in the area, which currently has limited service. He stated that the proposal aims to fill coverage gaps identified in a mapped area showing varying signal strengths. He indicated that the site was selected for its commercial zoning, allowing for a taller structure. He stated that alternative areas were considered but deemed less viable due to zoning restrictions and proximity to residential areas. Mr. Destree indicated that there has been significant opposition from residents living 2-3 miles away and spoke about the site's importance for improved wireless coverage. He addressed their proposal to shift the tower 25 feet to alleviate concerns about its proximity to nearby mailboxes, while maintaining compliance with zoning regulations. He stated that the project will adhere to FCC exposure guidelines, ensuring safety standards for RF emissions.

**Chairman Whiting** opened the meeting for public comments.

Karen Perrin spoke about her concerns regarding the proposed Verizon wireless tower, referencing a map from Verizon's website that shows strong coverage in the area surrounding the corner of Concho Highway

and White Antelope. She argued that the coverage extends at least three miles, contradicting claims of a significant gap in service required by the Federal Communications Act of 1996. Additionally, she cited Navajo County Code 2521, which mandates sufficient communication availability, asserting that the existing coverage meets these standards. Therefore, she urged the board to deny the project, emphasizing that it does not fulfill the necessary criteria for inadequate coverage.

Marlene Schmidt, Snowflake, expressed concerns about the proposed Verizon tower's impact on their property, particularly regarding a government-funded housing project designed for individuals with chemical sensitivities. She stated that the unique housing features extensive electromagnetic shielding, including steel siding and roofing, specialized wiring, and a layout minimizing exposure to electromagnetic fields. She indicated that the tower's construction would undermine these protective measures, potentially driving away tenants with sensitivities and jeopardizing the viability of the housing project. She emphasized that the special features of the homes, which cater to specific health needs, could lead to financial losses if the housing became less appealing to potential renters. She stated that the tower's location would negate the advantages of the shielding materials, ultimately harming the community.

Merlinda Wilson expressed her concerns about the proposed Verizon tower, emphasizing the importance of the specially constructed homes that offer shielding against electromagnetic fields and radio frequencies. She noted that after 12.5 years of living there, the shielding has become less effective due to the increasing number of towers nearby, raising fears about the potential impacts of a new tower, which could be modified in the future. She stated that the application does not adequately demonstrate a need for coverage, highlighting that the neighborhood comprises both owner-occupied and rental properties with unique shielding features that could be devalued by the tower's presence. She urged the board to deny the permit, citing the special nature of their housing and the potential harm to their community's health and property values.

Thomas Freeman requested that the Board reject the proposed tower application, arguing that it is unnecessary given the existence of alternative locations that could enhance coverage without the associated drawbacks. He pointed out that the proposed site is at a lower elevation, contributing to subpar reception, while an already approved tower a few miles away is significantly higher and could improve coverage for the area. He suggested another potential site on state land that is both higher and further from residential areas, which could eliminate the need for such a tall structure. He requested the Board reject the proposal as presented and to consider the legal brief submitted by Safeguard Snowflake.

Susan Malloy, Snowflake, expressed her opposition to the proposed cell tower at the corner of White Antelope Road and Concho Highway. She highlighted that she has lived in her home for 30 years, seeking a safe environment for her health. She emphasized that permitting such a large tower in this critical intersection, which serves as a vital access point for the community, including a school bus stop and multiple mailbox services, would violate the trust residents placed in the local government. She indicated that the tower would degrade the neighborhood's value and quality of life.

Naomi Larson, appearing via Zoom, expressed her concerns about the project, talking about her experience of improved health since moving to the area in 2018 to avoid electromagnetic exposure. She criticized SBA Communications for not providing adequate data to demonstrate a coverage gap, arguing that their maps only reflect one frequency instead of Verizon's multiple frequencies. She spoke about her concerns for the potential negative impact on property values and the health risks associated with radiation exposure from the tower, emphasizing that its presence would be an incongruous eyesore in the rural setting. She urged the Board to deny the permit and consider alternative locations for the tower.

Dianna Suslo, appearing via Zoom, urged the board to deny the SBA cell tower application, emphasizing the significant investments she made to her home for health reasons, totaling an additional \$150,000 on top of the market price. She highlighted that the specialized features of her home, designed for those with environmental sensitivities, indicating that it would not appeal to typical buyers, risking a potential 50% drop in property values if the tower is built. She referenced supportive letters from realtors stating that the tower would negatively impact real estate values in their area, which is known as a refuge for individuals with environmental illnesses. She expressed concern that the tower would deter buyers who appreciate the unique construction of these homes, ultimately benefiting Verizon and SBA at the expense of the residents. She spoke about the suggestion to shift the tower slightly, indicating it's an inadequate response to their concerns. She requested that the Board reject the application.

Michelle Maczka, appearing via Zoom, requested that the board to deny the cell tower application, emphasizing that such a denial would not violate federal law if it meets specific criteria, such as it must be written, based on substantial evidence, and timely. She asserted that the community's concerns of significant harm to property values, lack of demonstrated need for the tower, and incomplete application by SBA Communications, provide sufficient grounds for denial. She noted that other municipalities in Arizona and Nevada have successfully denied similar applications without facing legal repercussions. She provided examples of denial letters that adhere to federal requirements, requesting that Navajo County deny the application and demonstrate that local control matters and that the residents voices are heard.

Scott Killingworth, appearing via Zoom, Snowflake, spoke about the specialized construction features of homes in his area, such as foil-backed drywall designed to block radio frequencies, which may not appeal to typical buyers but is essential for those with sensitivities. He criticized the SBA Communications application for a new cell tower, arguing that it fails to meet Navajo County's requirements. He pointed out that the application did not adequately demonstrate that existing towers, such as those on Black Mesa and Snowflake Heights, or why those towers would not be adequate for coverage needs. He noted the absence of required photo simulations from the five closest residences, which are crucial for assessing the tower's impact. He stated that these omissions signify a lack of substantial evidence warranting the denial of the application.

Kerry Dunn, shared his concerns, noting that he is a handyman for the special needs community, predicting that many of his clients may have to

relocate due to health issues exacerbated by the proposed cell tower. He read a letter from Dean David, a resident who was unable to attend the meeting due to health issues, highlighting his decision to move to the area 16 years ago for its pristine air quality and low radiation levels. He stated that Mr. David's home was built with expensive, non-toxic materials specifically for health reasons, and warned that allowing the tower would deter future residents who require such specialized housing. Mr. Dunn stressed the negative impact the tower would have on their community's health and property values.

Kevin Dunn, a real estate agent with over 20 years of experience in the White Mountains, expressed strong opposition to the proposed cell tower, emphasizing its potential to devastate property values in a community known for its specialized housing designed for individuals with health sensitivities. He highlighted that these homes, built with unique materials and at a premium cost, have limited appeal to the general market and are sought after for their safe environment. He indicated that the cell tower would deter prospective buyers and compromise the health of current residents, who often have compromised immune systems. He stated that this community, recognized for its safe housing options, would be irreparably harmed if the tower were approved, warning that the area would lose its desirability and that the needs of vulnerable residents were being overlooked by larger corporate interests.

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

Reg Destree, responded to the comments from the public, indicating they hadn't heard any concerns regarding the completeness of the application, and the map he reviewed from Verizon's website aligns closely with his findings. He stated that if more detailed information is needed, they can provide it. He indicated that carriers like Verizon invest in sites only when necessary, and that they're currently building one of the two nearby towers to improve coverage. He stated that the concerns about property values and coverage for homes several miles away are valid, but that the proposed site meets all ordinance standards, and that the photo simulations included represent the closest homes accurately. He further stated that they offered to adjust the site location out of goodwill, but that he believes they've met the required standards. He indicated that if further information is needed for a decision, he's open to tabling the matter to allow for more detailed data and a presentation from Verizon's engineering team.

**Supervisor Seymore** inquired if they achieved what they are wanting by having two sites instead of one.

Mr. Destree stated that splitting the sites would not really achieve the goal, as the plan is to cover the roadway corridor. He indicated that if they split the sites, it would either overlap too much with the existing tower to the east, or not provide adequate coverage along the roadway and that moving the sites closer to the north and south would get them closer to the homes, which they are trying to avoid.

**Supervisor Seymore** inquired as to the number of commercial businesses on the roadway.

Mr. Destree indicated that there is a designated commercial corridor, but the primary commercial businesses are to the east, with a country store and hay sales being the main ones and that further west where the tower is

proposed, it is mostly residential, with some state land. He stated that the intention is to cover residents and travelers along the roadway.

**Supervisor Seymore** inquired if they have looked at the community as a special needs community due to the designation for the area and the homes being built for the special needs as opposed to building in the center of town.

Mr. Destree acknowledged that the community is unique but noted that there is already some coverage in the area. He stated that denying sites based on concerns from property owners two to three miles away could lead to effectively prohibiting necessary sites, when the site otherwise meets ordinance standards.

**Supervisor Seymore** inquired if they looked at moving the mailboxes.

Mr. Destree stated that they have not, that they could, but that it would be up to the post office where or not it's allowed.

**Supervisor Whitesinger** inquired why the tower is needed in that location if it will not substantially change the coverage.

Mr. Destree stated that the primary coverage area for this tower would be along the roadway corridor, not necessarily the area to the north where those homes are located. He indicated that the homes to the north would be on the edge of the coverage area, and the existing tower to the east already provides some coverage in that northern area. He stated that the goal of this tower is to fill the coverage gap along the main roadway, not to dramatically improve coverage for the homes several miles to the north.

**Supervisor Whitesinger** inquired as to the number of citizens that would be impacted by the proposed tower and if they have received any comments on support of the tower.

Mr. Destree indicated that he did not have specific population or vehicle traffic data for the area, but noted there would be an impact on travelers along the main roadway. He stated he had not received any comments in support of the tower from the community.

Mr. Cooper stated that if the Board believes the application is incomplete, the ordinance permits various forms of evidence, such as coverage maps. He indicated that they could require further studies from the applicant by tabling the matter or they could require using an independent third-party consultant at the applicant's expense, ensuring no public funds are used. He stated that if the Board finds the application incomplete it could be a valid reason for denial, but that the concerns regarding property values is outside the planning and development services' scope, though legal counsel might be able to advise them.

**Chairman Whiting** stated that they understand the health concerns expressed by the community but clarified that this Board does not have the authority over that.

Brandt Clark stated that the Telecommunications Act prohibits the local Board from denying a cellphone tower based on health-related matters and the frequency given off by the towers.

**Chairman Whiting** inquired as to legal opinion that was submitted and if there are items that should be consider or that the Board should be concerned with.

Mr. Clark stated that they appreciate the individuals who brought their concerns and supporting documents, including affidavits from local property owners and insights from two local real estate agents about

property values. He indicated that the first element regarding the application not complying with the Navajo County's code, particularly sections 2002 and 2521, would be a legislative function regarding if the application adheres to that section of the code or not and would be within the jurisdiction of the Board to make the determination. He stated that the other aspect regarding the necessity of the proposed tower for wireless services, the Board could assess whether there is a substantial service gap and if this is the least intrusive solution. He indicated that while some information was presented regarding not being able to consider the coverage maps, he believes the board can consider them in their decision, however, requesting additional data, such as drive-by data and drop call statistics, could provide a more thorough evaluation. Mr. Clark addressed the claim that the tower will significantly decrease property values, noting that the letters from real estate professionals, while valuable, lack supporting market data. He stated that for the Board to base a denial on potential property value decreases, substantial evidence and clarity on the criteria used by those real estate agents would be necessary to ensure a defensible decision.

**Supervisor Whitesinger** inquired if the board was provided with actual market data and research to substantiate the property value decrease claims, would that be a valid consideration that could impact the board's decision.

Mr. Clark indicated that they would need more substantive market research and data to truly substantiate the claimed decrease in property values, rather than just the opinions expressed in the letters, noting that determining property value impacts is very difficult, as there are many volatile factors that can influence real estate values beyond just a single factor.

**Supervisor Whitesinger** inquired if in the event the Board wanted to table the application to further evaluate the property value impacts, would that be a suitable approach.

Mr. Clark stated that it is within the legal authority of the Board to table the item to gather more information. He indicated that to properly evaluate the property value impacts, the Board would likely need to engage professional appraisers, which would involve looking at past home sales and prices in the area, as well as considering the unique nature of the specialized homes in the community.

**Chairman Whiting** indicated that there were comments regarding missing information on the application and inquired of Mr. Cooper what information was missing from his perspective.

Mr. Cooper stated that the application was accepted by staff, and while the ordinance mentions photo simulations from the nearest five homes within two miles, it's important to note that if those homes are clustered, they still qualify as the nearest. He indicated as far as coverage and establishing the gaps, there are multiple mechanisms through which that can be established. He stated that if the board finds the evidence is inadequate, they can request more data, however, staff advises against tabling the decision beyond the November meeting due to the FCC's 150-day timeframe for approval or denial, which will expire at the end of November. He indicated that the application wasn't administratively considered approved by the FCC. He stated that a decision will need to be made by

the meeting in November or the FCC will consider the application approved without input as a jurisdiction.

A discussion was held regarding the additional information that the Board would like to see.

Mr. Destree indicated that he is willing to provide additional data. He stated that they can reach out to the road department to see if they have recent travel data, that their system performance team could come out to gather more detailed coverage data and that they could check on the number of vehicles that drive past the location.

**Chairman Whiting** indicated that he would be interested in seeing market-driven data from appraisers or other experts on how the tower could impact property values, noting that he would like to understand how those types of specialized home improvements are viewed by appraisers.

Mr. Destree inquired if they would like him to look into the possibility of having the mailboxes moved further from the proposed site.

**Chairman Whiting** indicated that he could look at it and report back what the Postal Service is willing to do. He stated that if the Board chooses to table the item, those opposing it would have the opportunity to provide additional information.

**Supervisor Seymore made a motion** to table this item to the November 12, 2024, meeting, to allow additional information to be provided regarding coverage and gaps in coverage, compliance with Code 2521, market values on properties and the mailboxes, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

#### **PUBLIC WORKS:**

- a. *Consideration of Agreement between the Arizona Department of Housing (ADOH) and Navajo County to receive \$203,094.00 from Community Development Block Grant (CDBG) Program for the Joseph City sidewalk improvements construction project :*

Madhav Mundle stated that last year the Board of Supervisors selected the Joseph City sidewalk improvements project to receive CDBG funds. He indicated that the agreement presented is between the County and the Arizona Department of Housing, which serves as a pass-through agency for these funds. He further indicated that the project, already under development by Public Works and included in the five-year program, aims to create a safe pedestrian route for children and parents between two schools. He stated that while the CDBG funds will partially finance the construction phase, additional funding from transportation alternative funds will supplement the project, with the County also contributing its own funds. He indicated that once the funding agreement is executed, the project team will be responsible for meeting grant requirements, and designated staff will handle related administrative tasks and payment requests. He stated that the County will receive reimbursements from the Arizona Department of Housing as the project progresses. He further stated that this agreement represents a valuable funding opportunity for Public Works, and requested approval.

**Supervisor Peshlakai made a motion** to approve an Agreement between the Arizona Department of Housing (ADOH) and Navajo County to receive \$203,094.00 from Community Development Block Grant (CDBG) Program

for the Joseph City sidewalk improvements construction project, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

**Supervisor Whitesinger made a motion** to enter into the Victory Heights Road Maintenance District Board of Directors Session, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

**VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT: Board of Directors Session:**

**CONSENT AGENDA:**

- a. *Amendment Number 3 to the Victory Heights Road Maintenance District, Contract #B21-07-022 extending the contract for one additional year (September 14, 2024, to September 13, 2025) with no price increase:*

**Supervisor Seymore made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

**Supervisor Whitesinger made a motion** to return to regular session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

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

There were no County Business Updates.

**CALL TO THE PUBLIC:**

Linda Hamilton-O'Sullivan stated that she was serving a "Notice to Cease and Desist" to the Board of Supervisors, County Attorney, and County Sheriff. She stated that the notice claims violations of the U.S. and Arizona Constitutions, as well as state statutes, related to the county's electoral processes and alleges interference with the people's electoral process and violations of the Arizona Constitution's requirement for "free and equal elections." She indicated that it is to inform them of violations of the constitution as well as statutes and demanded that they cease from the use of all contracted machines, systems and computer progress which interfere with the people's electoral process. She stated that the people of Navajo County are being disenfranchised due to the removal of their ability to observe the chain of custody of ballots. She indicated that government officials and officers have been given multiple notices informing them that the people's constitutional rights and electoral process are being trespassed.

Liz Olmstead, Show Low, spoke about concerns on Arizona's implementation of the Help America Vote Act (HAVA) through Arizona Revised Statutes Title 16, which has allowed counties to enter into contracts with corporations managing voting systems. She indicated that the arrangement undermines the electoral process by placing corporate personnel in control of ballot management, thereby preventing public observation of the electoral chain of custody in Navajo County, noting that such practices violate the Arizona Constitution's mandate for free and equal elections and disenfranchise the citizens. She urged that the unconstitutional practices cease, asserting that all elections should be conducted by the people without interference from government or corporate entities, in accordance with the U.S. Constitution and the Arizona Constitution. She indicated that any law enabling

this mismanagement must be declared null and void, as these actions exceed the authority granted to government officials and infringe upon the rights of individuals. Mary Coking, Overgaard, spoke about *Norton v. Shelby County*, indicating that an unconstitutional act is not law; it confers no rights, imposes no duties, and is effectively null. She indicated that the welfare of the people is paramount, as stated in *McInerney v. Urban*. She further indicated that based on unconstitutional federal mandates, the Arizona legislature has improperly enacted unlawful state statutes in ARS Title 16, impacting the electoral process. She indicated that by adopting these unconstitutional federal guidelines, the legislature has committed maladministration against the people of Arizona. She indicated that the state constitution allows government officials to refuse to adhere to unconstitutional federal laws.

Mark Thomas discussed Arizona's Constitutional Article II, Section Three, which emphasizes the supremacy of the U.S. Constitution while allowing the state to assert its sovereign authority against federal actions that may infringe upon individual rights. He indicated that it stipulates that Arizona can restrict the use of its personnel and financial resources to align with constitutional principles, specifically, that the state may achieve this through initiatives or legislation, and it is prohibited from cooperating with federal actions deemed contrary to state interests. He further indicated that it underscores the obligation of state officials to refuse any federal mandates that violate state rights, reinforcing that the welfare of the people is paramount.

Steve Carvajal addressed the misconceptions held by the Board regarding their decision-making authority in the electoral process. He indicated that the Board has been led to believe that their powers are strictly limited to those granted by statute, as suggested by *Hancock v. McCarroll*. However, Arizona Revised Statutes (ARS) Section 11-251.05 clarifies that the Board has the authority to adopt, amend, and repeal ordinances necessary for county functions, as long as these actions do not conflict with existing laws. He further indicated that ARS Section 11-251 outlines the Board's responsibilities in supervising county officers, managing public revenues, establishing and modifying electoral precincts, and certifying election results, emphasizing that their powers are broader than previously perceived.

Michael Pitts, Overgaard, indicated that the Navajo County Board of Supervisors has the discretion to contract with companies for county business but should not feel obligated to do so, especially when such contracts may not serve the interests of the people. He emphasized that the Board is not bound by unconstitutional state statutes and should rely on the U.S. and Arizona Constitutions regarding elections. He indicated that the Board must only certify elections in which they have full confidence in the count and can opt for a hand count to ensure integrity rather than using potentially flawed electronic processes. He further indicated that all political power resides with the people and that government officials must uphold their rights without infringing upon the electoral process. He spoke about the failure to comply with existing testing requirements for election machines, which undermines the legitimacy of the electoral system, noting that no accredited laboratories exist to certify these machines as mandated by law.

Celia Laughlin, Overgaard, discussed Arizona Revised Statutes 16-442(c), which mandates that the Secretary of State must establish standards for the loss of certification for voting equipment used in elections, indicating that if equipment loses certification, it cannot be used again until re-certified. She emphasizes that if government officials cannot comply with these standards, the use of the machines must cease immediately. She indicated that machines disrupt the necessary chain

of custody, compromising the secrecy and integrity of the electoral process, and asserted that only a hand count can reliably determine the highest number of legal votes. She referenced the Arizona Constitution, which mandates that elections preserve voting secrecy and declare winners based on the highest number of legal votes.

Jim Vance, Airpine, indicated that the Board has been ignoring the U.S. and Arizona Constitutions while relying on case law and statutes. He demanded an immediate cessation of all election-related machines and advocated for hand counting ballots at the casting site to uphold constitutional responsibilities. He indicated that continued violations could lead to accusations of treason against the board and other officials, emphasizing that the people of Navajo County have clearly stated their demand for this change. He further indicated that failure to respond to this notice will be seen as acceptance of its claims, urging the Board to take appropriate actions to ensure the integrity of the electoral process.

Roger Gorres, Heber, spoke about a battle between good and evil within society and government. He cited the recent Arizona Supreme Court ruling on abortion, highlighting a proposed constitutional amendment that defines abortion as the destruction of human life, indicating that if this proposition passes, it would permit abortions even during the act of birth, which he views as an example of evil government action. He emphasized the importance of making decisions aligned with the teachings of Jesus Christ, urging the Board to uphold good governance in their decisions.

**Supervisor Seymore** thanked those that shared in Call to the Public. He requested that staff and legal counsel be directed to look into the matters addressed and determine if anything needs to be changed.

**ADJOURN:** 12:22 p.m. meeting adjourned.

**APPROVED:**

**DATED: October 22, 2024**

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

**ATTEST:**

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



**Board of Supervisors Regular**

**1. e.**

**Meeting Date:** 10/22/2024

**Title:** IGA Between Navajo County Sheriff's Office and Sun Valley Fire Department

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

Intergovernmental agreement between the Navajo County Sheriff's Office and Sun Valley Fire Department for leased space at the Adamana radio site shelter location

**Background:**

The Navajo County Sheriff's Office wishes to lease space in the shelter belonging to the Sun Valley Fire Department for purposes of radio equipment storage. The Office will be establishing an antenna on the existing tower at that same site. The lease will incur a \$1,800 annual fee. The term of the IGA shall be one year from and after the effective date and ending 8/30/2025. The IGA is renewable from year-to-year with no addendum required.

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**Attachments**

NCSO and Sun Valley FD IGA

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**Form Review**

**Inbox**

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 10/09/2024

**Reviewed By**

Brandt Clark

Kimberley Willis

**Date**

10/02/2024 10:11 AM

10/09/2024 03:52 PM

Started On: 10/01/2024 03:05 PM

**INTERGOVERNMENTAL AGREEMENT between  
NAVAJO COUNTY SHERIFF'S OFFICE and  
SUN VALLEY FIRE DEPARTMENT**

**INTERGOVERNMENTAL AGREEMENT (“IGA”)** made as of September 1<sup>st</sup>, 2024 (the “Effective Date”) between Navajo County Sheriff’s Office (NCSO), a political subdivision of the County of Navajo (COUNTY) in the State of Arizona, and the Sun Valley Fire Department (SVFD), a designated Fire District within the County of Navajo, in the state of Arizona.

WHEREAS the parties are authorized by ARS 11-951 et seq. to enter into intergovernmental agreements for joint and cooperative action; and

WHEREAS NCSO has authority pursuant to A.R.S. §11-441 to establish and regulate the law enforcement within the COUNTY and to prescribe their powers and duties, and carries out twenty-four (24) hour dispatch services in that regard; and

WHEREAS NCSO operates a 9-1-1 Public Safety Answering Point (PSAP) Center and is responsible for answering 9-1-1 emergency telephone calls and is responsible for dispatching calls for service to first responders with the use of radio equipment in and throughout the COUNTY; and

WHEREAS NCSO wishes to improve and expand its dispatching radio and communication coverage and capabilities by installing new radio equipment in and around the COUNTY for the purposes of dispatching first responders; and

WHEREAS SVFD operates radio equipment at a radio tower and shelter located at 9978 Old U.S. Route 66 in Adamana, Arizona, on Parcel 106-75-013, and said radio equipment and shelter are located on the radio tower and property leased by Smith Bagley dba CellularOne, and

WHEREAS SVFD has an agreement with Smith Bagley dba CellularOne, to own and operate said radio equipment and shelter, and SVFD are authorized to allow for additional emergency communication and radio equipment to be added into the shelter; and

WHEREAS both NCSO and SVFD are willing parties to enter into this agreement to allow NCSO to install radio equipment in the shelter, and are both willing to enter the terms and conditions set forth herein; and

NOW, THEREFORE, NCSO and SVFD mutually agree as follows:

1. **SVFD Responsibilities:**

- a. SVFD shall continue to maintain and honor the lease agreement with Smith Bagley dba CellularOne and will notify NCSO immediately of any status changes regarding the agreement.
- b. SVFD shall notify NCSO as soon as practicable of any on-site installations, maintenance, upgrades, changes, etc. related to the SVFD shelter and/or equipment therein.
- c. SVFD agrees to allow NCSO, or its designee, to access the site to perform on-site installations, maintenance, upgrades, changes, etc. in and around the shelter only as it relates to equipment owned and operated by NCSO, unless otherwise agreed with SVFD.
- d. SVFD agrees to not tamper or interfere with any equipment owned and operated by NCSO in and around the shelter, unless otherwise agreed by NCSO.
- e. SVFD agrees to mutually work with NCSO for maintaining and improving the site and equipment.
- f. SVFD agrees to provide NCSO with an invoice for the lease agreement each year at 45 days prior to the Effective Date.

2. **NCSO Responsibilities:**

- a. NCSO shall notify SVFD immediately of any on-site installations, maintenance, upgrades, changes, etc. related to the shelter and will provide detailed description and information to SVFD related to any and all work being done.
- b. NCSO agrees to not tamper or interfere with any radio equipment owned and operated by SVFD in and around the shelter, unless otherwise agreed by SVFD.
- c. NCSO agrees that any on-site installations, maintenance, upgrades, changes, etc. performed by NCSO or its designee will only be related to equipment in and around the shelter that is owned and operated by NCSO, unless otherwise agreed by SVFD.
- d. NCSO agrees to mutually work with SVFD for maintenance and improving the site.
- e. NCSO agrees to provide a certificate of insurance for this site and IGA.

3. **Fees associated with agreement:**

- a. NCSO will lease from SVFD, space within the shelter at the rate of **\$150.00** per month, equal to **\$1,800.00** per year.
- b. This fee shall be paid annually within 14 days of the Effective Date, and after a renewal is agreed upon. Payment will be for the upcoming year and not for the past year.
- c. Payment from NCSO will be paid directly to SVFD.
- d. Each party is responsible for the cost and expense of its own equipment.
- e. Should there be some type of unexpected cost or expense related to the maintenance or improvement of the site, NCSO and SVFD will mutually work together to come to an agreement to determine expenses from each agency.

4. **Initial Term / Renewal:**

- a. The initial term of this IGA shall be one year from and after the Effective Date, ending August 30, 2025. NCSO and SVFD anticipate that this will be a long-term relationship and that this IGA will be renewed from year-to-year for an indefinite number of renewal terms.
- b. During the 90-day period preceding each anniversary of the Effective Date, authorized representatives of NCSO and SVFD shall meet in good faith to negotiate any adjustment or change to this IGA. If no adjustment or change is made, then the IGA will be renewed automatically. A new IGA or addendum will not be required to be created.
- c. If parties are able to reach an agreement for any adjustment or change to the IGA, then an addendum to the IGA shall be written. The addendum will be completed no later than 30 days prior to the Effective Date.
- d. If parties are unable to reach an agreement, and, if parties want to renew the IGA, then the IGA will be renewed with the terms and conditions of the current year. Otherwise, parties can choose to not renew the IGA as explained in Section 5.

5. **Termination or Non-renewal:**

- a. Either party may choose to terminate this IGA by providing written notice to the other party at least 120 days before the Termination Date. In the event of termination, parties shall fully cooperate with one another to ensure a smooth transition takes place and is completed by the Effective Date.

- b. Either party may choose to not renew this IGA by providing written notice to the other party at least 30 days before the Effective Date. In the event of non-renewal, parties shall afford one another an additional 60 days, after the Effective Date, to fully cooperate with one another to ensure a smooth transition takes place and is completed by the termination date.

IN WITNESS WHEREOF, the parties have executed this IGA as of the Effective Date.

**Navajo County:**

**Sun Valley Fire Department:**

\_\_\_\_\_  
Chair of Board (Printed)

JACK VICARS  
\_\_\_\_\_  
Chair of Board (Printed)

\_\_\_\_\_  
Signature

Jack Vicars  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

9-18-2024  
\_\_\_\_\_  
Date

**Navajo County Attest:**

**Sun Valley Fire Department Attest:**

DAVID CLOUSE  
\_\_\_\_\_  
Sheriff (Printed)

RANDALL ANSELMO  
\_\_\_\_\_  
Fire Chief (Printed)

Dud M. Uh  
\_\_\_\_\_  
Signature

[Signature]  
\_\_\_\_\_  
Signature

SEPTEMBER 26, 2024  
\_\_\_\_\_  
Date

9-18-2024  
\_\_\_\_\_  
Date



**Board of Supervisors Regular**

**1. f.**

**Meeting Date:** 10/22/2024

**Title:** AZ LEA Accreditation Grant

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

FY24 Arizona Law Enforcement Accreditation Program Grant in the amount of \$250,000 to hire an Accreditation Manager

**Background:**

The Navajo County Sheriff's Office will be utilizing funding granted under the AZ LEA Accreditation grant to hire an Accreditation Manager for a period of two years. The COPS (Community Oriented Policing Services) grant award is for the purpose of supporting law enforcement seeking accreditation. The funding will cover training, travel, and onsite assessments for accreditation with ALEAP (Arizona Law Enforcement Accreditation Program). The awarded amount of funding is \$250,000 and the grant period runs from 10/01/2024 - 9/30/2026.

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**Attachments**

COPS Grant Award

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/09/2024 01:56 PM
Kimberly Willis (Originator)	Kimberley Willis	10/10/2024 09:15 AM
Finance Director	Jayson Vowell	10/11/2024 12:09 PM
Form Started By: Kimberley Willis		Started On: 10/09/2024 12:26 PM
Final Approval Date: 10/11/2024		



# Department of Justice (DOJ)

## Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>		COUNTY OF NAVAJO 100 E CODE TALKERS DR	
<b>City, State and Zip:</b>		HOLBROOK, AZ 86025	
<b>Recipient UEI:</b>		FH3HTA8K5456	
<b>Project Title:</b> FY24 COUNTY OF NAVAJO, AZ LEA Accreditation Grant		<b>Award Number:</b> 15JCOPS-24-GG-03192-PPSE	
<b>Solicitation Title:</b> FY24 Supporting Law Enforcement Agencies Seeking Accreditation - Community Policing Development Solicitation			
<b>Federal Award Amount:</b> \$250,000.00		<b>Federal Award Date:</b> 9/30/24	
<b>Awarding Agency:</b>		Office of Community Oriented Policing Services	
<b>Funding Instrument Type:</b>		Grant	
<b>Opportunity Category:</b> D			
<b>Assistance Listing:</b> 16.710 - Public Safety Partnership and Community Policing Grants			
<b>Project Period Start Date:</b> 10/1/24		<b>Project Period End Date:</b> 9/30/26	
<b>Budget Period Start Date:</b> 10/1/24		<b>Budget Period End Date:</b> 9/30/26	
<b>Project Description:</b> Navajo County Sheriff's Office will use funding under FY24 Supporting Law Enforcement Seeking Accreditation award for a full-time Accreditation Manager, training, travel, and onsite assessments for accreditation with the Arizona Law Enforcement Accreditation Program.			

## **Award Letter**

September 30, 2024

Dear David Clouse,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by COUNTY OF NAVAJO for an award under the funding opportunity entitled 2024 FY24 Supporting Law Enforcement Agencies Seeking Accreditation - Community Policing Development Solicitation. The approved award amount is \$250,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements  
COPS Director

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

## Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

## Recipient Information

### Recipient Name

#### UEI

FH3HTA8K5456

#### ORI Number

#### Street 1

100 E CODE TALKERS DR

#### Street 2

#### City

HOLBROOK

#### State/U.S. Territory

Arizona

#### Zip/Postal Code

86025

#### Country

United States

#### County/Parish

#### Province

## Award Details

#### Federal Award Date

9/30/24

#### Award Type

Initial

#### Award Number

15JCOPS-24-GG-03192-PPSE

#### Supplement Number

00

#### Federal Award Amount

\$250,000.00

#### Funding Instrument Type

Grant

#### Assistance Listing Number

16.710

#### Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

**Statutory Authority**

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2024 FY24 Supporting Law Enforcement Agencies  
Seeking Accreditation - Community Policing  
Development Solicitation

**Awarding Agency**

COPS

**Application Number**

GRANT14137800

**Grant Manager Name**

LEE GRIGGS

**Phone Number**

[202-805-7680](tel:202-805-7680)

**E-mail Address**

lee.anne.griggs@usdoj.gov

**Project Title**

FY24 COUNTY OF NAVAJO, AZ LEA Accreditation Grant

**Performance Period Start**

**Date**

10/01/2024

**Performance Period End Date**

09/30/2026

**Budget Period Start Date**

10/01/2024

**Budget Period End Date**

09/30/2026

**Project Description**

Navajo County Sheriff’s Office will use funding under FY24 Supporting Law Enforcement Seeking Accreditation award for a full-time Accreditation Manager, training, travel, and onsite assessments for accreditation with the Arizona Law Enforcement Accreditation Program.

[ ]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project**

**Information, Financial Information, and Award Conditions.**

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/9/24 2:47 PM

**Comments**

No items

<b>Budget Category</b>	<b>Proposed Budget</b>	<b>Change</b>	<b>Approved Budget</b>	<b>Percentages</b>
Sworn Officer Positions:	—	—	\$0	—
Civilian or Non-Sworn Personnel:	—	—	\$151,494	—
Travel:	—	—	\$65,350	—
Equipment:	—	—	\$0	—
Supplies:	—	—	\$8,429	—
SubAwards:	—	—	\$0	—
Procurement Contracts:	—	—	\$0	—
Other Costs:	—	—	\$2,000	—
Total Direct Costs:	—	—	\$227,273	—
Indirect Costs:	—	—	\$22,727	—
Total Project Costs:	—	—	\$250,000	—
Federal Funds:	—	—	\$250,000	100.00%
Match Amount:	—	—	\$0	0.00%
Program Income:	—	—	\$0	0.00%

**Budget Category**

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and

audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

4

**Authorized Representative Responsibility:** The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

5

**Contract Provision:** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

6

**Award Owner's Manual:** The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

**Duplicative Funding:** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

8

**Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award):** The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

**I. Trafficking in Persons**

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by

the employee, unless:

- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
- (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- (D) Charging recruited employees a placement or recruitment fee; or
- (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension

(Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for

the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

## 10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

### I. Reporting of Matters Related to Recipient Integrity and Performance

#### (a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. 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 responsibility/qualification records in SAM.gov 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.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, 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—

(A) A criminal proceeding that resulted in a conviction;

(B) 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;

(C) An administrative proceeding 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

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov 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 award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, 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 the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share

already received plus any anticipated Federal share under those awards (such as continuation funding).

## 11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

### I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsr.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) 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 awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) 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 after receiving this subaward. (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>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) 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 awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) 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 after receiving this subaward. (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>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year 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:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

## 12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

## 13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

## 14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

## 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

## 16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

## 17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and

subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

## 18

**False Statements:** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

## 19

**Mandatory Disclosure:** Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

## 20

**Reports/Performance Goals:** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

## 21

**System for Award Management (SAM.gov) and Universal Identifier Requirements:** The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

(1) Non-Federal entity;

- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

## 22

**Additional High-Risk Recipient Requirements:** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

## 23

**Allowable Costs:** The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

## 24

**Training Guiding Principles:** Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

## 25

**Computer Network Requirement:** The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

## 26

**Evaluations:** The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

## 27

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

## 28

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

## 29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

## 30

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

## 31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or 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 China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable. 2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

## 32

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

## 33

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

## 34

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

## 35

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

## 36

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 37

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

## 38

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

## 39

The recipient understands that one or more cost items within the approved budget is subject to further programmatic review. The recipient agrees not to obligate, expend, or draw down funds for these specific cost items until the COPS

Office issues an Award Condition Modification (ACM) which will remove this award condition and release the identified funds. The partial withholding is specific to cost items requiring further review and will not impact use of the remaining funding. For additional information on the specific cost item(s) that are pending programmatic review, please contact the COPS Office Program Manager.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### **Agency Approval**

**Title of Approving Official**

COPS Director

**Name of Approving Official**

Hugh T. Clements

**Signed Date And Time**

9/22/24 12:08 AM

### **Authorized Representative**





**Board of Supervisors Regular**

**1. g.**

**Meeting Date:** 10/22/2024

**Title:** GOHS Police Traffic Services (STEP) Grant

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

Governor's Office of Highway Safety Grant, Grant number 2025-PTS-038, in the amount of \$17,366.00 for the purposes of overtime

**Background:**

The Navajo County Sheriff's Office has been awarded \$17,366.00 from the Governor's Office of Highway Safety (GOHS) for the purpose of overtime, employee related expenses, and materials and supplies. Overtime efforts are specific to the Selective Traffic Enforcement Program. Awarded materials include a tint meter and Lidar used to enhance STEP enforcement throughout Navajo County. The grant performance period runs from 10/01/2024 - 9/30/2025.

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**Attachments**

GOHS STEP Grant

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/10/2024 09:14 AM
Kimberly Willis (Originator)	Kimberley Willis	10/10/2024 09:15 AM
Form Started By: Kimberley Willis		Started On: 10/09/2024 03:40 PM
Final Approval Date: 10/10/2024		



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**KATIE HOBBS**  
GOVERNOR

**J.M. "JESSE" TORREZ**  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff David Clouse  
Navajo County Sheriff's Office  
137 W. Arizona St.  
Holbrook, Arizona 86025

**PROJECT REFERENCE:**

Grant Agreement Number: 2025-PTS-038  
Total Estimated Costs: \$17,366.00  
Purpose of Project: STEP Enforcement Overtime, M & S  
- Tint Meter, LIDAR,

Dear Sheriff Clouse:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 26);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bryan Layton, County Manager, County of Navajo as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

---

J.M. "Jesse" Torrez, Director  
Governor's Highway Safety Representative

09/23/24  
Date

**GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY**

**STATE OF ARIZONA**

**HIGHWAY SAFETY GRANT AGREEMENT**

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

**FAIN: 69A37525300004020AZ0**

**Assistance Listings: 20.600**

<b>1. APPLICANT AGENCY</b> Navajo County Sheriff's Office	<b>GOHS GRANT NUMBER:</b> <b>2025-PTS-038</b>
<b>ADDRESS</b> 137 W. Arizona St. Holbrook, Arizona, 86025	<b>PROGRAM AREA:</b> <b>402-PTS</b>
<b>2. GOVERNMENTAL UNIT</b> Navajo County	<b>AGENCY CONTACT:</b> Shayne Jackson
<b>ADDRESS</b> 100 E. Code Talkers Way. Holbrook, Arizona, 86025	<b>3. PROJECT TITLE:</b> STEP Enforcement Overtime, and Related Materials and Supplies- Tint Meter, Lidar
<b>4. GUIDELINES:</b> 402-Police Traffic Services (PTS)	

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Tint Meter, Lidar to enhance STEP Enforcement throughout Navajo County.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2025</b>
<b>I. Personnel Services</b>	\$10,500.00
<b>II. Employee Related Expenses (20%)</b>	\$2,100.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$4,766.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$17,366.00</b>

**PROJECT PERIOD** FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2025

**CURRENT GRANT PERIOD** FROM: 10-01-2024 TO: 09-30-2025

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$17,366.00**

**A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.**

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Number of sworn officers: 61

Total Population in city/town or county: 108,650

Total Road Mileage: Highway: 467 Local: 3950 Total: 4417

	2022	2021	2020
Total Crashes	1312	1877	1162
Total Injury Crashes	965	366	316
Total Fatal Crashes	35	35	31
Total Impaired-related Crashes	91	91	66
Total Impaired-related Serious Injuries	72	48	42
Total Impaired-related Fatalities	07	05	07
Total Speed-related Crashes	08	39	43
Total Speed-related Serious Injuries	15	12	13
Total Speed-related Fatalities	01	02	02

**Agency Problem/Attempts to Solve Problem:**

In 2022, the Arizona Department of Transportation reported a total of 119,991 crashes within the state of Arizona, 472 fatal accidents were reported within the rural areas of Arizona, an increase since 2021. With the Navajo County Sheriff's Office overseeing most of the rural unincorporated areas of the county, they bear the brunt of fatality accidents reported. A total of 1,312 crashes were reported within the boundaries of Navajo County in 2022, just under half of those crashes at a total of 640 crashes occurred in the rural unincorporated areas. Of those 1,312 crashes, 35 fatalities were reported and 27 of those fatalities occurred in the rural unincorporated areas and 8 within the cities and towns of Navajo County. The rural highways of Navajo County also suffered from the highest number of injury crashes when compared to municipalities within the county. Because of the traffic problem in Navajo County, the Department of Public Safety have reached out to the Navajo County Sheriff's Office requesting assistance with enforcement efforts along state highways such as State Hwy 77 and 377 for example. State Hwy 77 alone, the Department of Public Safety reported 33 collisions in 2021 with 4 of those crashed being fatal, these numbers continue to rise. Because of the amount of motorist driving with complete disregard for traffic laws on these stated highways and collisions frequently occurring, citizens have become afraid to travel in fear they may become a victim of an automobile accident. The citizens of the county have requested more enforcement along these problematic highways as it is a part of their daily commute to work.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Tint Meter, Lidar to enhance STEP Enforcement throughout Navajo County.

**How Agency Will Solve Problem with Funding:**

Funding will be utilized for Selective Traffic Enforcement Program (STEP) Overtime to allow Deputies who are not subject to calls to patrol and strictly enforce traffic laws on roadways within Navajo County. Funding will also be used to purchase LIDAR units, Tint Meters. The goal is to prevent serious vehicle crashes and address speed and traffic complaints by conducting aggressive traffic enforcement with up to date technology.

**PROGRAM MEASURES:****Agency Goals:**

To decrease the number of speeding-related crashes 25% from 98 during calendar year 2023 to 74 by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes 25% from 23 in calendar year 2023 to 17 by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes 0% from 0 in calendar year 2023 to 0 by December 31, 2025.

**Grant Agreement Objectives:**

To increase the number of speeding and aggressive driving citations 3% from 660 during Calendar Year 2023 to 680 during FFY 2025.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2025.

**Additional Grant Agreement Objectives:**

1. Conduct two distracted driving focused enforcement details during the FFY 2025 reporting period.
2. Increase the number of seat belt citations and child restraint citations from 13 in calendar year 2023 to 20 in calendar year 2024.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Tint Meter, Lidar to enhance STEP Enforcement throughout Navajo County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

**The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.**

The Navajo County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Navajo County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Navajo County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Tint Meter, Lidar

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**SPECIFIC REQUIREMENTS:****SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The Navajo County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Grant agreement implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Navajo County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Navajo County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

#### **State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

#### **PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

#### **Quarterly Report**

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

#### **Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2024)</b>	<b>January 30, 2025</b>
<b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2025)</b>	<b>April 20, 2025</b>
<b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2025)</b>	<b>July 20, 2025</b>
<b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2025)</b>	<b>October 15, 2025</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2025</b>

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**David M. Clouse, Sheriff, Navajo County Sheriff's Office, shall serve as Project Director.**

**Shayne Jackson, Master Deputy, Navajo County Sheriff's Office, shall serve as Project Administrator.**

**Rikki Robles, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROGRAM MONITORING:**

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

**DURATION:**

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$10,500.00
II.	Employee Related Expenses (ERE) (20%)	\$2,100.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies (Tint Meter, Lidar)	\$4,766.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$17,366.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Navajo County Sheriff's Office shall absorb any and all expenditures in excess of \$17,366.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

<b>DESCRIPTION</b>	<b>GRANT AGREEMENT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Uniform Administrative Requirements**

*(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:*

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

**XI. Non-Discrimination**

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **XII. Executive Order 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

## **XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

## **XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

## **XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

#### **XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

#### **XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

#### **XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

## **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

## **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

### **Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

### **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

### **Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

### **Certification on Conflict of Interest**

#### *General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### *Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
  - (a) terminate the award, or
  - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

#### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

*Signature of Authorized Official of Governmental Unit:*

David M. Clouse, Sheriff  
Navajo County Sheriff's Office

Bryan Layton, County Manager  
Navajo County

  
 \_\_\_\_\_  
 10/9/2024      928-524-4761  
 Date                      Telephone

  
 \_\_\_\_\_  
 10-9-2024  
 Date                      Telephone

**REIMBURSEMENT INSTRUCTIONS**

1. Agency Official preparing the Report of Costs Incurred:

Name: Kimberley WillisTitle: AdministratorTelephone Number: 928-524-4796 Fax Number: 928-524-4773E-mail Address: kimberley.willis@navajocountyaz.gov

2. Agency's Fiscal Contact:

Name: Jayson VowellTitle: Finance DirectorTelephone Number: 928-524-4065 Fax Number: 928-524-4773E-mail Address: jayson.vowell@navajocountyaz.govFederal Identification Number: 86-6000541

- 3.
- REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Navajo County Sheriff's Office

Warrant/Check to be mailed to:

Navajo County Sheriff's Office  
(Agency)PO Box 1668  
(Address)Holbrook, AZ 86025  
(City, State, Zip Code)

- 4.
- Unique Entity Identifier:**

FH3HTA8K5456  
(Unique Entity Identifier #)100 E CodeTalkers Dr. Holbrook, AZ 86025-0668  
(Registered Address & Zip Code)





**Board of Supervisors Regular**

**1. h.**

**Meeting Date:** 10/22/2024

**Title:** GOHS DUI Enforcement Overtime Grant

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

Governor's Office of Highway Safety grant, Grant number 2025-405d-025, in the amount of \$24,000 for DUI/impaired driving enforcement overtime

**Background:**

The Navajo County Sheriff's Office has been awarded \$24,000 for overtime and employee related expenses for the purpose of impaired driving enforcement. The grant performance period runs from 10/01/2024 through 09/30/2025.

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**Attachments**

GOHS DUI Grant

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**Form Review**

**Inbox**

Brandt Clark  
Kimberly Willis (Originator)  
Finance Director  
Form Started By: Kimberley Willis  
Final Approval Date: 10/11/2024

**Reviewed By**

Brandt Clark  
Kimberley Willis  
Jayson Vowell

**Date**

10/10/2024 08:58 AM  
10/10/2024 09:15 AM  
10/11/2024 12:09 PM  
Started On: 10/09/2024 03:18 PM



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KATIE HOBBS  
GOVERNOR

J.M. "JESSE" TORREZ  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff David Clouse  
Navajo County Sheriff's Office  
137 W. Arizona St.  
Holbrook, Arizona 86025

**PROJECT REFERENCE:**  
Grant Agreement Number: 2025-405d-025  
Total Estimated Costs: \$24,000.00  
Purpose of Project: DUI Enforcement Overtime

Dear Sheriff Clouse:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bryan Layton, County Manager, County of Navajo as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director  
Governor's Highway Safety Representative

09/23/24

Date

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

<b>FAIN: 69A3752530000405dAZM</b>		<b>Assistance Listings: 20.616</b>
<b>1. APPLICANT AGENCY</b> Navajo County Sheriff's Office	<b>GOHS GRANT NUMBER:</b> 2025-405d-025	
<b>ADDRESS</b> 137 W. Arizona St. Holbrook, Arizona, 86025	<b>PROGRAM AREA:</b> 405d	
<b>2. GOVERNMENTAL UNIT</b> Navajo County	<b>AGENCY CONTACT:</b> Shayne Jackson	
<b>ADDRESS</b> 100 E. Code Talkers Way. Holbrook, Arizona, 86025	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving Enforcement Overtime	
<b>4. GUIDELINES:</b> 405d		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Navajo County.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FFY 2025</b>	
<b>I. Personnel Services</b>	\$20,000.00	
<b>II. Employee Related Expenses (20%)</b>	\$4,000.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$24,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date</b> (Date of GOHS Director Signature)	<b>TO: 09-30-2025</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2024</b>	<b>TO: 09-30-2025</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$24,000.00</b>		
<p>A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.</p>		

**PROBLEM IDENTIFICATION AND RESOLUTION:**

**Agency Background:**

Number of sworn officers: 61

Total Population in city/town or county: 108,650

Total Road Mileage: Highway: 467 Local: 3,950 Total: 4,417

	2022	2021	2020
Total Crashes	1312	1277	1362
Total Injury Crashes	365	366	316
Total Fatal Crashes	35	35	31
Total Impaired-related Crashes	91	51	66
Total Impaired-related Serious Injuries	72	45	42
Total Impaired-related Fatalities	07	06	07
Total Speed-related Crashes	68	39	43
Total Speed-related Serious Injuries	19	12	13
Total Speed-related Fatalities	01	02	02

**Agency Problem/Attempts to Solve Problem:**

From the year 2020 through 2022, there has been a noticeable population increase in Navajo County causing calls for service to increase significantly. With the increase in calls for service, Deputies can rarely find time to conduct traffic enforcement. Traffic enforcement has become a necessity in Navajo County due to the increase in daily traffic. With more traffic on the roadway the risk of coming into contact with an impaired driver has increased, especially with impaired driving becoming more and more socially acceptable. They also face the problem of uneducated recreational Cannabis users who get behind the wheel completely unaware that they are impaired. As of 2023, the White Mountain DUI Taskforce was neglected and nearly abandoned. The Navajo County Sheriff's Office have recognized this and plan to take lead in reviving the taskforce. In 2022, the Arizona Department of Transportation reported a total of 119,991 crashes within the state of Arizona, 472 fatal accidents were reported within the rural areas of Arizona, an increase since 2021. With the Navajo County Sheriff's Office overseeing most of the rural unincorporated areas of the county, they bear the brunt of fatality accidents reported. A total of 1,312 crashes were reported within the boundaries of Navajo County in 2022, just under half of those crashes at a total of 640 crashes occurred in the rural unincorporated areas. Of those 1,312 crashes, 35 fatalities were reported and 27 of those fatalities occurred in the rural unincorporated areas and 8 within the cities and towns of Navajo County. The rural highways of Navajo County also suffered from the highest number of injury crashes when compared to municipalities within the county.

**Agency Funding:**

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Navajo County.

**How Agency Will Solve Problem with Funding:**

Navajo County Sheriff's Office is applying for funding in the impaired driving category. The funding requested will provide overtime for DUI details, DRE callouts, Phlebotomy callouts, Dispatch call outs during DUI details, and for DUI/DRE Instructors to provide instruction at DUI trainings.

**PROGRAM MEASURES:**

**Agency Goals:**

To decrease the number of impaired driving-related crashes 19% from 16 during calendar year 2023 to 13 by December 31, 2025.

To decrease the number of serious injuries in impaired driving-related crashes 50% from 4 in calendar year 2023 to 2 by December 31, 2025.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 1 in calendar year 2023 to 0 by December 31, 2025.

**Grant Agreement Objectives:**

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2025.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2025.

**Additional Grant Agreement Objectives:**

1. Conduct a minimum of two Know your limit details during the FFY 2025 reporting period.
2. Conduct one (1) DUI related educational community event in Navajo County.

**GOALS/OBJECTIVES:**

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Navajo County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

**The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Navajo County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Navajo County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Navajo County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Navajo County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

#### Report Schedule

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2024)</b>	January 30, 2025
<b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2025)</b>	April 20, 2025
<b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2025)</b>	July 20, 2025
<b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2025)</b>	<b>October 15, 2025</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2025</b>

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE:** IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

#### Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

#### PROFESSIONAL AND TECHNICAL PERSONNEL:

**David M. Clouse, Sheriff, Navajo County Sheriff's Office, shall serve as Project Director.**

**Shayne Jackson, Master Deputy, Navajo County Sheriff's Office, shall serve as Project Administrator.**

**Rikki Robles, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

#### REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROGRAM MONITORING:**

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

### **Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A

	phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

**DURATION:**

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (20%)	\$4,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$24,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Navajo County Sheriff's Office shall absorb any and all expenditures in excess of \$24,000.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

<b>DESCRIPTION</b>	<b>GRANT AGREEMENT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Uniform Administrative Requirements**

*(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:*

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

**XI. Non-Discrimination**

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **XII. Executive Order 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

## **XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

## **XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

## **XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

#### **XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

#### **XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

#### **XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

## **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

## **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

### **Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

### **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

### **Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

### **Certification on Conflict of Interest**

#### *General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### *Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
  - (a) terminate the award, or
  - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

#### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**REIMBURSEMENT INSTRUCTIONS**

1. Agency Official preparing the Report of Costs Incurred:

Name: Kimberley WillisTitle: AdministratorTelephone Number: 928.524.4796 Fax Number: 928.524.4773E-mail Address: kimberley.willis@navajocountyaz.gov

2. Agency's Fiscal Contact:

Name: Jayson VowellTitle: Finance DirectorTelephone Number: 928.524.4065 Fax Number: 928.524.4773E-mail Address: jayson.vowell@navajocountyaz.govFederal Identification Number: 86-6000541

- 3.
- REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Navajo County Sheriff's Office

Warrant/Check to be mailed to:

Navajo County Sheriff's Office  
(Agency)PO Box 668  
(Address)Holbrook, AZ 86025  
(City, State, Zip Code)

- 4.
- Unique Entity Identifier:**

FH3HTA8K5456  
(Unique Entity Identifier #)100 E. Code Talkers Dr. Holbrook, AZ 86025-0668  
(Registered Address & Zip Code)

**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

- |    |                                      |                           |
|----|--------------------------------------|---------------------------|
| 2. | <b>A. EFFECTIVE DATE:</b>            | <b>B. FEDERAL FUNDS:</b>  |
|    | <i>Authorization to Proceed Date</i> | <b><u>\$24,000.00</u></b> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
by State Official responsible to Governor for the  
administration of the State Highway Safety Agency

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J.M. "Jesse" Torrez, Director  
Governor's Office of Highway Safety  
Governor's Highway Safety Representative

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Approval Date



**Board of Supervisors Regular**

**1. i.**

**Meeting Date:** 10/22/2024

**Title:** Memorandum of Understanding between Arizona Complete Health and the Navajo County Jail

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

Memorandum of Understanding between Arizona Complete Health and the Navajo County Detention Facility to establish a collaborative protocol for effective communication, coordination, and continuity of care for adults and children eligible for services provided by AzCH who are under supervision by Navajo County Jail

**Background:**

Arizona Complete Health and the Navajo County Jail desire to enter into a MOU to establish a collaborative protocol for effective communication, coordination, and continuity of care for adults and children eligible for services provided by AzCH who are under supervision by Navajo County Jail. Effective date of MOU upon execution and through 10/30/2026 unless a mutual extension is agreed upon. The MOU may be extended for three additional two-year periods. This MOU is entered into pursuant to the Arizona Health Care Cost Containment System (AHCCCS) Contract #YH19-0001R.

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**Attachments**

Arizona Complete Health MOU

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/14/2024 12:13 PM
Kimberly Willis (Originator)	Kimberly Willis	10/15/2024 07:43 AM
Form Started By: Kimberley Willis		Started On: 10/11/2024 10:46 AM
Final Approval Date: 10/15/2024		

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ARIZONA COMPLETE HEALTH AND**  
**NAVAJO COUNTY JAIL**

This Memorandum of Understanding (“MOU”) is entered into pursuant to the Arizona Health Care Cost Containment System (AHCCCS) Contract AHCCCS No. YH19-0001R between Arizona Complete Health herein referred to as “AzCH” and the Navajo County Behavioral Health Department, herein referred to as “NAVAJO COUNTY JAIL”.

AzCH and the NAVAJO COUNTY JAIL desire to enter into a MOU to establish a collaborative protocol for effective communication, coordination and continuity of care for adults and children eligible for services provided by AzCH who are under supervision by NAVAJO COUNTY JAIL.

**1 Purpose of MOU.** The purpose of this MOU is to establish a Data Sharing for effective communication, coordination and continuity of care as outlined in the AHCCS Medical Provider Manual (AMPM) Policy 1020, 1022, and 541, for adults and children eligible for services provided by AzCH under NAVAJO COUNTY JAIL. This MOU shall in no way change, modify, or amend the contract between AHCCCS and does not create liability from one party to the other by a party’s failure to comply with the protocol. Should any information within this MOU conflict with any terms or conditions within the AHCCCS contract, the AHCCCS contract shall prevail.

**2 Special Terms and Conditions**

**2.1 Term of MOU.**

2.1.1 **Duration.** This Memorandum of Understanding (MOU) shall begin upon execution and shall terminate on October 30, 2026 unless the parties mutually agree upon an extension.

2.1.2 **Extension of Term.** This MOU may be extended for three (3) additional two-year periods.

**2.2 Termination.** This MOU may be terminated by either party with prior written notice to the other party. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

**2.3 MOU Changes.** Any changes or amendments to this MOU shall be effective only if made in writing and signed by both parties. All such changes or amendments shall be handled by formal amendment and approved by NAVAJO COUNTY JAIL’s authorized representative and AzCH.

**2.4 AzCH & NAVAJO COUNTY JAIL’s Responsibility.** AzCH and NAVAJO COUNTY JAIL shall cooperate hereunder in a professional manner that conforms to all local, state and federal codes, rules and within the standard of practice for the scope of each of the parties’ responsibilities. AzCH and NAVAJO COUNTY JAIL shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under of this MOU.

**Exhibit A**

**IMAGE OF BUILDING & PROPERTY**

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2.5 Notices. All notices under this MOU given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

Navajo County Jail  
Attn: Ernesto Garcia  
Title: Jail Commander  
Address: 100 Code Talker's Dr.  
City, State Zip: Holbrook Az 86025  
Phone: 928- 524-4316  
Ernest Garcia: Ernest.Garcia@navajocounty.az.gov

Navajo County Jail  
Attn: David Clouse  
Title: Navajo County Sheriff  
Address: 100 Code talkers Dr.  
City, State, Zip. Holbrook, AZ 86025  
Phone:928-524-4116  
Email: David.Clouse@navajocounty.az.gov

Arizona Complete Health  
Attn: Johnnie Gasper  
Title: Director, Justice and Crisis Systems  
Address: 333 E. Wetmore Rd.  
City, State Zip: Tucson, AZ 85705  
Phone: 520-869-8145  
Email: Johnnie.Gasper@azcompletehealth.com

## 2.6 Confidentiality of Records

- 2.6.1 Each party agrees that it will utilize data sharing agreements and Administrative Orders that permit the sharing of written, verbal and electronic information, and will comply with all applicable Administrative Orders, State and federal law, rules or regulations, as amended from time-to-time, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) requirements that permit the sharing of written, verbal and electronic information (as of the effective date of those regulations), and 42 CFR Part 2 relative to alcohol and substance abuse treatment. AzCH shall establish and maintain procedures and controls, that are acceptable to the NAVAJO for the purpose of assuring that no personal health information contained in its records or obtained from the NAVAJO COUNTY JAIL or from others in carrying out its functions under the MOU shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the MOU or the Agreement between AzCH and AHCCCS. Third Parties requesting information held by NAVAJOCOUNTY JAIL should be referred to the NAVAJO COUNTY JAIL. AzCH also agrees that any information pertaining to individual persons shall not be divulged other than to employees, officers, agents or subcontractors of AzCH to carry out AzCH performance under its AHCCCS contract,

or as required by law or by AzCH government regulators or as needed for the performance of duties under the MOU, unless otherwise agreed to in writing by the NAVAJO COUNTY JAIL.

2.6.2 Information pertaining to substance abuse will only be shared upon obtaining a release of information from the individual.

2.7 Assignment and Delegation

2.7.1 Neither party may assign any rights hereunder without the express, written, prior consent of both parties, which shall not be unreasonably withheld or delayed. No consent shall be required where there is an assignment of the AHCCCS contract by AHCCCS to an affiliated entity of AzCH.

2.8 Entire MOU

2.8.1 This MOU contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this MOU.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this MOU.

ARIZONA COMPLETE HEALTH

NAVAJO COUNTY JAIL

\_\_\_\_\_  
Signature of Authorized Individual

  
\_\_\_\_\_  
Signature of Authorized Individual

Name: Johnnie Gaspar

Name: DAVID CLOUSE

Title: Director of Justice and Crisis  
Systems

Title: SHERIFF

Date: \_\_\_\_\_

Date: 10/11/2024



**Board of Supervisors Regular**

**1. j.**

**Meeting Date:** 10/22/2024

**Title:** Property Lease Agreement City of Holbrook and the NC Hashknife Sheriff's Posse Search & Rescue

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

Acceptance of property lease agreement between the City of Holbrook and the Navajo County Hashknife Sheriff's Posse Search & Rescue for a 2,000 square foot metal building within Holbrook, Arizona for the use of search and rescue equipment storage, meetings and training

**Background:**

The City of Holbrook and the Navajo County Hashknife Sheriff's Posse Search & Rescue wish to enter into a property lease agreement effective October 23rd, 2024 on a 2,000 square foot metal building within Holbrook, Arizona for the use of search and rescue equipment storage, meetings and training.

Termination of the lease is October 22, 2025, with an optional extension of 4 additional periods of 1 year each, with an annual rental amount of \$1.00.

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**Attachments**

Property Lease Agreement

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**Form Review**

**Inbox**

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 10/15/2024

**Reviewed By**

Brandt Clark

Kimberley Willis

**Date**

10/15/2024 11:25 AM

10/15/2024 04:50 PM

Started On: 10/11/2024 10:55 AM

## PROPERTY LEASE AGREEMENT

This Property Lease Agreement (the "Lease") is executed to be effective the 23<sup>rd</sup> day of October, 2024 (the "Effective Date") between the City of Holbrook, an Arizona municipal corporation ("Lessor"), and Navajo County Hashknife Sheriff's Posse Search & Rescue, an Arizona non-profit corporation ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

### WITNESSETH:

**WHEREAS**, Lessor is the owner of that certain real property located within Holbrook, Arizona that consists of an approximately 2,000 square foot metal building (the "Building") situated on Navajo County parcel number 109-37-006 (the "Property"); and

**WHEREAS**, the Parties agree that Lessor has the right to lease, license and grant the use of the Building on the Property and has full power and authority to enter into this Lease in respect thereof; and

**WHEREAS**, the Parties agree that this Lease supersedes and replaces any prior lease agreements with the Navajo County Sheriff's Posse, Inc., an Arizona non-profit corporation; and

**WHEREAS**, Lessee provides search and rescue services to the Lessor, which are services that Lessor would otherwise perform, and it is advantageous to Lessor from a financial and logistical perspective to have Lessee located within the City of Holbrook.

**WHEREAS**, On the terms and conditions set forth herein, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Building, as shown in Exhibit A, together with reasonable access thereto, which shall be used as described below by Lessee; and

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

### 1. LEASE.

Lessor hereby leases the Building to Lessee subject to all easements and rights of way that may encumber the Building, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Building for Specified Uses. Lessee agrees that throughout the term of this Lease the Building will be used for the warehousing and storage of search and rescue equipment, search and rescue meetings, and search and rescue trainings. Lessee's charitable business is to provide search and rescue services both within the City of Holbrook and throughout Navajo County (collectively, the "Services"). The Services assist Lessor's emergency responder personnel, together with other employees in providing search and rescue services, in the provision of municipal services. Lessor has therefore determined, so long as Lessee continues to provide

the Services, that the provision of such Services, which benefits the citizens of the City of Holbrook and of Navajo County, is reasonably equivalent value to the fair rental value of the Building. If Lessee no longer provides the Services or uses the Building for something other than activities directly related to the Services, this Lease shall terminate.

1.2 Acceptance of Building Condition. Lessee specifically acknowledges that Lessee has inspected the Building and Property prior to entering into this Lease and agrees to accept the Building in an "as is, where is" condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Building, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee's sole expense.

1.3 Access. Lessee is granted the right of access to and from the Building via such portions of the Property as are or may be necessary to allow Lessee to conduct its business operations permitted herein at and on the Building. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate.

1.4 Permitted Uses. Subject to the provisions of this Section 1.1, Lessee may use the Building for search and rescue related activities and storage only.

1.5 Prohibited Activities. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Building for any use that is in violation of applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation that does not have advance, written approval of Lessor's City Manager. Lessee's use of the Building is subject to all applicable laws, rules and regulations of any governmental authority. Lessee shall not perform maintenance or repairs that would include use or exposure of petroleum products (oil, fuel, hydraulics, etc.) on the Property. Lessee shall not do or permit anything to be done in or about the Building or Property which will in any way obstruct or interfere with the rights of Lessor, or injure or annoy them, or use or allow the Building to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee or any agent, employee, contractor, licensee or invitee of Lessee cause, maintain or permit any nuisance in, on or about the premises or commit or suffer to be committed any waste in, on or about the Building or Property. Lessee shall provide all security to and for the Building.

1.6 Continuous Operation. Upon commencement of operations at and on the Building, Lessee shall designate an on-site manager for the term of this Lease who shall be available to Lessor and Lessee's stakeholders during normal business hours.

## 2. **TERM.**

2.1 Initial Term. The term of this Lease shall be for a period of 1 year, commencing at 12:00 A.M. on the Effective Date and terminating 11:59 P.M. on October 22, 2025 thereafter (the

"Term"). This Lease may be terminated upon sixty (60) days' written notice to either Party without penalty or fee.

2.2 Lessee shall have the option of extending the Term for four (4) additional periods of one (1) year each (an "Extension"). Lessee may request an Extension by giving written notice to Lessor of its desire to do so no later than sixty (60) days prior to the expiration of the Term, as set forth in Section 2.1 herein. If Lessee has properly notified Lessor of its desire to exercise an Extension and Lessor approves in writing, then Lessee's Extension of the Term of this Lease shall become effective and all references herein to the "Term" shall mean the initial term as extended.

### 3. NONEXCLUSIVE RIGHTS.

Lessee shall have the exclusive right to occupy and use the Building while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Building that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee's use of the Building.

### 4. RENT.

Lessee agrees to pay Lessor rent for the use of the Building at the annual amount of \$1.00 ("Base Rent"), payable at the time of execution of this Lease.

### 5. IMPROVEMENTS.

5.1 No Alterations. Lessee agrees that it will not make any material alterations, improvements or repairs to the leased premises without written consent of Lessor. Alterations and improvements may not be made to the roof or exterior walls of the leased Building without written permission from the Lessor. All alterations, improvements and repairs made by Lessee shall be at the expense of Lessee. Lessor, as a condition for giving consent to Lessee, may require an appropriate performance bond and/or lien waivers. All alterations and improvements made by Lessee shall remain upon and be surrendered with the leased Building upon the termination of this Lease and become the property of Lessor, provided, however, that Lessee, if it is not in default hereunder, shall have the right at the expiration of the term of this Lease, to remove all trade and other fixtures, equipment and furniture, and similar items installed by Lessee which may be removed without material damage to the leased premises. Lessee shall repair any damage caused by such removal.

5.2 Mechanics' Liens. Lessee shall keep the Building and any/all improvements constructed by Lessee thereon free of any mechanic or materialmen's liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Building and/or Property by bonding or otherwise within thirty (30) days of notice thereof.

5.3 Permit Required. Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Holbrook, Arizona (the "City") construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee's permit application and the associated plans and specifications.

5.4 Damage or Destruction. Lessee shall maintain insurance on the Building and all improvements and personal property located on and within the Building. In the event that all or any portion of the Building is destroyed or rendered unusable, Lessee shall be entitled to replace, repair, restore, modify or improve the Building, subject to the provisions of Section 5.3, using insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the Building to Lessor.

5.5 Fire Department Approval. Lessee shall provide for approval of a fire protection plan for the Building prior to commencing operations. The Lessee shall maintain the approved fire protection plan throughout the life of the lease.

## 6. MAINTENANCE.

6.1 Maintenance by Lessee. Lessee shall, at its sole cost and expense, keep the Building and all improvements therein in a neat and clean condition and in good order, condition and repair. Lessee shall prepare, maintain and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping and air conditioning systems on the Building, and, upon request, provide a copy of such schedule to Lessor and, if required by Lessor, a list of the dates on which such maintenance was actually done.

6.2 Damage to Lessor Property. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Building shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

6.3 Trash Removal. Lessee shall at all times keep the Building in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Building at Lessee's cost.

6.4 Emergency Repairs. Within fifteen (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Building. Lessee shall promptly provide Lessor with updated lists and changes as necessary.

**7. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.**

Lessee may not transfer, assign, encumber, pledge or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Building or any part thereof, without first obtaining prior written consent of Lessor. In the case of an assignment (other than an assignment as security), the assignee must expressly assume in writing all of Lessee's obligations under this Lease, and in the case of a sublease, the sublease shall expressly provide that it is subject to all of the terms and conditions of this Lease. Upon an assignment of all of its interest in this Lease, the assignor shall be released from all liability and obligation under this Lease from and after the effective date of the assignment.

**8. IDENTIFICATION SIGNS.**

Lessee agrees to provide and pay for its own signage. Lessee shall not place, alter, exhibit, inscribe, paint or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Building, without first obtaining the Lessor's written approval thereof. Lessee further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc. as may be approved in good condition and repair at all times, and repair all damage to the Building or Property that is caused by the installation, maintenance or removal of such signs, lettering, etc. All signs shall comply with the applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Lessee.

**9. DEFAULT; TERMINATION BY LESSOR.**

9.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an "Event of Default"):

9.1.1 The failure of Lessee to pay Base Rent or any other amount due from Lessee hereunder, provided that Lessee does not cure such failure within ten (10) business days after delivery by Lessor of a written notice of such failure.

9.1.2 The failure of Lessee to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within thirty (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

9.1.3 The filing of any mechanic's, materialmen's or other lien or any kind against the Building or Property because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within thirty (30) days of receipt of actual notice thereof by Lessee.

9.2 Lessor's Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

9.2.1 Terminate this Lease and re-enter and take possession of the Building; or

9.2.2 Without terminating this Lease, re-enter and take possession of the Building and terminate Lessee's right of access or occupancy to the Building; or

9.2.3 Without such re-entry, recover possession of the Building in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

9.2.4 With or without terminating this Lease, Lessor may re-let the Building or any portion thereof.

9.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor's reentering and taking possession of the Building or removing and storing the property of Lessee and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

9.4 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

9.5 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on notice as to the nature and extent of such default and is made in accordance with Section 16 herein.

9.6 Cancellation. Either Lessor or Lessee have the option to terminate this Lease upon sixty (60) days' written notice to the other without penalty or fee. This Lease may further be cancelled pursuant to the provisions of Arizona Revised Statutes § 38-511.

9.7 Reimbursement of Lessor's Expense. If the Lessee shall default in the performance of any covenant, agreement or undertaking on its part to be performed by virtue of any provision of this Lease, the Lessor may immediately, or at any time hereafter, upon such notice, if any, as is reasonable under the circumstances, perform the same for the account and at the expense of the Lessee. Should the Lessor be compelled or elect to pay any sum of money, or do any act requiring

the payment of any sum of money, by reason of failure of the Lessee to comply with any provision hereof, or should the Lessor be compelled to incur any expense in connection therewith, all sums so paid and all expenses so incurred by the Lessor with all interest, penalties, costs and damages shall be deemed to be an additional rent and shall be due from the Lessee to the Lessor on the first day of the month following such payment or incurrence.

## 10. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, attorneys, boards, commissions and employees (hereinafter referred to collectively as the "Lessor" for purposes of this Section 10) for, from and against any and all claims, causes of action, liability, suits, litigation (including attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring within the Building or on the Property, or (ii) any negligent act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessee" for purposes of this Section 10) in connection with Lessee's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of Lessee to comply with any provisions of this Lease. Additionally, Lessee agrees to indemnify, defend, and hold harmless the Lessor from any and all claims or rights of possession raised by Navajo County Sheriff's Posse, Inc. in connection to the Building or any items contained therein.

## 11. ENVIRONMENTAL PROTECTION.

11.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this section shall, for all purposes of this Lease and of any amendments, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

11.1.1 Environmental Laws. The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901, et seq.; the Toxic Substances Control Act, 15 USC § 2601 et seq.; the Safe Drinking Water Act, 42 USC § 300h et seq.; the Clean Water Act, 33 USC § 1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. § 49-921 et seq., the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous or radioactive materials, hazardous or radioactive waste or emissions and hazardous substances and petroleum products.

11.1.2 Hazardous Material. The term "Hazardous Material" shall mean any toxic or hazardous or radioactive material, substance emission or waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

### 11.3 Lessee Compliance.

11.3.1 Lessee shall, at the Lessee's own expense, comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operation on and property interest in the Building during the period of Lessee's occupancy of the Building under this Lease.

11.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Lessee, its agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law.

11.4 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, attorneys, boards, commissions and employees for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result of any of Lessee's activities or operations on or discharged on or from the Building during the Term of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee's obligations and liabilities under this Section 11.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the property or present in the soil or ground water on or under the Building or Property. If Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's failure to abide by the provision of this Section 11.4, Lessor shall have the right to injunctive relief in the event of any violation or threatened violation by Lessee.

11.5 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee results in any Release on the Property in violation or potential violation of any Environmental Law, Lessee shall promptly take action to remediate the affected property at its sole expense as is necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that Lessor's approval of such actions shall first be obtained, except in

emergency. Notwithstanding Lessor's approval pursuant to this Section 11.5, Lessor is not responsible for directing or managing any remediation action. For purposes of this Section 11.5, the term "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

11.6 Governmental Submittals. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Lessee's operations or actions at the Property which occur during the term of this Lease, then Lessee shall, at the Lessee's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

## 12. SPECIAL PROVISIONS.

12.1 Lessee shall comply with all applicable Federal, State, and local occupational safety and health regulations.

12.2 Lessee shall be responsible for determining whether it is subject to State and local sanitation, licensing, building code or building permit requirements and whether or not it requires a permit to do business and for compliance with them to the extent they are applicable.

## 13. INSURANCE.

13.1 Coverage Required. Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Building:

13.1.1 Lessee shall at Lessee's expense, obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage Insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the leased Building and all common areas. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.00. Lessee may provide such insurance by having an endorsement added to its public liability policy and having the City of Holbrook, Arizona included on the policy as a Co-Insured. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. The insurance shall have a Lessor's Protective Liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same, but at the expense of Lessee, or may terminate this Lease immediately.

13.1.2 Lessee's comprehensive general liability insurance policy shall name the Lessor, and its elected and appointed officials, officers, agents, employees and volunteers as additional insureds.

13.1.3 Lessee's insurance policy shall provide the following: 1) the policy cannot be cancelled, or reduced in its coverage amounts, or otherwise substantially modified in any material respect until and unless 30 days written notice is received by the Lessor; 2) the insurance company shall have no recourse against the Lessor for payment of any premium or for assessments under any form of policy; and 3) the Lessee's policy is intended as primary coverage for the Lessor and any insurance or self-insurance maintained by the Lessor shall apply only in excess of, and not in contribution with, the insurance provided by the Lessee's policy.

13.1.4 Lessee shall furnish a certificate of such coverage to Lessor in a form acceptable to Lessor, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease. For the insurance required under this Lease, Lessee will name the City of Holbrook, its agents, elected and appointed officials, employees, officers, attorneys and volunteers as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts. Lessee will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under this Agreement. Lessee's insurance shall be primary of all other sources available. When the City is a certificate holder and/or an additional insured, Lessee agrees that no policy will expire, be cancelled, or be materially changed to affect the coverage without 30 days advance written notice to City.

13.1.5 The procuring of coverage by insurance, or self-insurance, shall not be construed to be a limitation upon the liability imposed by, or as a full performance of, the indemnification provisions of this Agreement. The insurance requirements herein are minimum requirements for this Lease and do not limit the indemnity promise(s) contained in this Lease. Failure to maintain the required coverage, by insurance or self-insurance, shall constitute a default of this Lease and is grounds for immediate termination of the Lease.

13.1.6 The insurance required herein must be in effect at or prior to the execution of this Agreement and remain in effect for the duration of the Term and any Successive Term of this Agreement.

13.1.7 The insurance policies required herein must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, officers, employees, elected and appointed officials, and volunteers for any claims arising out of the services provided by Lessee.

13.1.8 Lessee shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Lessee's use or occupancy of the Building in accordance with Section 16 herein, in writing and as soon as practicable.

13.4 Additional Insurance. At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this Section 13 is no longer adequate, require Lessee to increase its coverage.

**14. SURRENDER OF POSSESSION.**

14.1 Condition of Property. Upon the expiration or termination of this Lease, Lessee's right to occupy the Building and exercise the privileges and rights granted under this Lease shall cease, and Lessee shall peaceably surrender the same and leave the Building broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Building or Property which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Property, and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within the thirty (30) day period immediately following Lease termination shall become a part of the Property, and ownership thereof shall vest in Lessor.

14.2 Holding Over. Lessee shall not remain in possession of the Building after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term and in such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at one hundred fifty percent (150%) of the amount payable during the last year of the Term and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Lessor as a result of Lessee's holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Building to a new lessee.

**15. INSPECTION BY LESSOR.**

Lessor may enter upon the Building at reasonable times and upon reasonable notice for any reasonable purposes including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions such as fire protection or security purposes.

**16. NOTICES.**

16.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO LESSOR:

City of Holbrook, Arizona  
P.O. Box 970  
Holbrook, Arizona 86025  
Telephone: 928-524-6225  
Attn: City Manager

TO LESSEE:

NAVAP COUNTY SHERIFF'S OFFICE  
P.O. Box 1668  
Holbrook, AZ 86025

16.2 Any notice shall be deemed to have been received two (2) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this Section.

**17. SEVERABILITY.**

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

**18. SALES AND PROPERTY TAXES.**

Lessee shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fees or other tax assessed as the result of its occupancy of Building or conduct of business at the Building under authority of this Lease, including any such tax assessable on Lessor. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, such tax shall also be paid by Lessee for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Building or a portion thereof or the operation of Lessee's business.

**19. APPROVALS, CONSENTS AND NOTICES.**

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

**20. LIENS AND MORTGAGES.**

Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Building or Property, place or suffer to be placed upon the Building or Property any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee's interest in the Building or Property. Any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting a failure to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

**21. GOVERNING LAW; ATTORNEY'S FEES.**

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Navajo County, Arizona. In the event of any litigation or arbitration between Lessor and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

**22. RULES AND REGULATIONS.**

Lessee shall at all times comply with all Federal, State and local laws, ordinances, rules, and regulations which are applicable to its operations, the Building itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Building, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its business. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request. Additionally, Lessee agrees to keep and abide by all rules and regulations as Lessor may from time to time adopt with reference to the use and occupancy of the building, and the parking space used in connection therewith.

**23. CORPORATE AUTHORIZATION.**

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

**24. UTILITY LINES AND SERVICE CHARGES.**

24.1 Lessee shall pay for all utilities used in its operations at the Building. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

24.2 Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Property and the right to repair the same when necessary in Lessor's sole discretion, including but not limited to any utility easements on the Property. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's operations.

**25. RESERVATIONS TO LESSOR.**

The Building is accepted "as is, where is" by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water,

oil and gas pipelines; telephone and telegraph power lines; and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, on or across the Property, or any part thereof, as will not unreasonably interfere with Lessee's operations hereunder, and to enter into the Building for such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on or across any portions of the Property for the same purposes, provided, that Lessor or the grantee, as applicable, shall not exercise such rights so as to interfere unreasonably with Lessee's operations in the Building and all such interference shall be minimized.

## **26. REQUIRED PROVISIONS.**

26.1. The following provisions are included in this Lease:

26.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

26.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

26.1.3 Lessee certifies to Lessor that it is not currently engaged in, and agrees for the duration of this Lease not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.

26.1.4 Pursuant to and in compliance with A.R.S. § 35-394, Lessee hereby agrees and certifies that it does not currently, and agrees for the duration of this Lease that Lessee will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

## **27. ARCHEOLOGICAL OR CULTURAL RESOURCES.**

In the event any archeological or cultural resources are discovered on the Property, Lessor shall use its best efforts to expedite any necessary actions with respect thereto, at Lessor's sole cost and expense; provided, however, that in the event the necessary actions with respect to any archeological or cultural resources exceeds or is estimated to exceed \$1,000.00, Lessee shall be entitled to terminate this Lease upon ten (10) days prior written notice to Lessor.

## **28. MISCELLANEOUS.**

28.1 Personal Liability. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease because of any breach thereof or because of its execution or attempted execution.

28.2 No Waiver. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

28.3 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Lease.

28.4 Amendment. Only a written instrument executed by the Parties may amend this Lease.

28.5 Invalid Provisions. Should any provision of this Lease or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

28.6 Litigation Expenses. In the event of litigation between Lessor and Lessee, the prevailing Party shall be entitled to recover its attorney's fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

28.7 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

28.8 Entire Agreement. This Lease, including exhibits attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

## **29. INCORPORATION OF RECITALS.**

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

## **30. SIGNATURE**

The Parties have executed this Lease as of the Effective Date.

**[SIGNATURES ON FOLLOWING PAGE]**

**LESSOR:**

**CITY OF HOLBROOK, an Arizona municipal corporation**

By \_\_\_\_\_  
Kathleen Smith, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Hunt, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Allen Quist, City Attorney

**ACKNOWLEDGEMENT**

STATE OF ARIZONA  
COUNTY OF NAVAJO

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Kathleen Smith, the Mayor of the CITY OF HOLBROOK, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Property Lease Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public in and for the State of Arizona

**[ADDITIONAL SIGNATURE ON FOLLOWING PAGE]**

LESSEE:

NAVAJO COUNTY HASHKNIFE SHERIFF'S  
POSSE SEARCH & RESCUE, an Arizona non-  
profit corporation

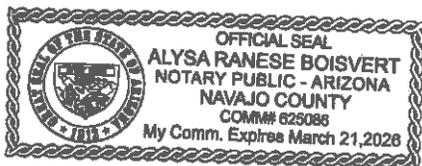
By: Brian Swartz BRIAN SWARTZ  
Its: CHIEF DEPUTY  
NAVAJO COUNTY SHERIFF'S OFFICE.

STATE OF ARIZONA  
COUNTY OF NAVAJO

On this 11<sup>TH</sup> day of OCTOBER, 2024, before me personally appeared \_\_\_\_\_ whose identities were proven to me on the basis of satisfactory evidence to be the persons they claim to be, and acknowledged that they signed the Property Lease Agreement.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)



Alysa R. Boisvert  
Notary Public in and for the State of Arizona



**Board of Supervisors Regular**

**1. k.**

**Meeting Date:** 10/22/2024

**Title:** Law Enforcement Agreement between the Navajo Nation and the Navajo County Sheriff's Office

**Submitted For:** David Clouse, Sheriff

**Submitted By:** Kimberley Willis, Sheriff's Office Finance Manager

**Department:** Sheriff

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**Motion before the Board:**

Law Enforcement Agreement between the Navajo Nation through the Division of Public Safety and the Navajo Police Department, and Navajo County

**Background:**

The Navajo County Sheriff's Office wishes to enter into a Law Enforcement Agreement with the Navajo Nation, through the Division of Public Safety and the Navajo Police Department. This agreement provides for the orderly and effective enforcement of the criminal and traffic laws of the Nation and the State of Arizona within Navajo Indian Country, prevention of any jurisdiction becoming a sanctuary for violators of the law, prevention of inter-jurisdictional flight, fostering of greater respect for the laws of each jurisdiction through certain and consistent enforcement, and cooperative law enforcement operations and voluntary mutual aid in the event of disaster for emergencies. This agreement is effective upon final endorsement and shall remain in effect until amended or terminated.

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**Attachments**

Law Enforcement Agreement

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**Form Review**

**Inbox**

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 10/15/2024

**Reviewed By**

Brandt Clark

Kimberley Willis

**Date**

10/14/2024 12:37 PM

10/15/2024 07:43 AM

Started On: 10/11/2024 01:44 PM

**LAW ENFORCEMENT AGREEMENT BETWEEN  
THE NAVAJO NATION AND  
THE Navajo County, and Navajo County Sheriff's Office**

**Section I Parties**

This law enforcement agreement (“Agreement”) is entered into by and between the Navajo Nation (through the Division of Public Safety and the Navajo Police Department) (the “Nation”) and Navajo County, a Political Subdivision of the State of Arizona, (each a “Party” and collectively, the “Parties”).

**Section II Purpose**

A. The Parties intend to achieve the following pursuant to this Agreement:

1. Provide for the orderly and effective enforcement of the criminal and traffic laws of the Nation and the State of Arizona, within Navajo Indian Country, as defined in 18 U.S.C. § 1151;
2. Prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction;
3. Prevent inter-jurisdictional flight;
4. Foster greater respect for the laws of each jurisdiction through certain and consistent enforcement; and
5. Provide for cooperative law enforcement operations and voluntary mutual aid in the event of disasters for emergencies within each Party’s jurisdiction pursuant to the terms of this Agreement.

B. This Agreement is based on mutual respect for and recognition of the inherent sovereignty of the Navajo Nation and the State of Arizona and the laws enacted by each sovereign.

**Section III Authorities**

The Nation is duly authorized to enter into this Agreement pursuant to 17 N.N.C. § 102 and 2 N.N.C. § 1353, as amended. Navajo County is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, *et seq.*, and A.R.S. § 13-3872.

**Section IV No Creation of Third-Party Rights or Benefits; Use of Agreement as Evidence**

The Parties agree that this Agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond not otherwise imposed by applicable law. Neither of the Parties may use this Agreement as evidence in any court proceeding unless the entire Agreement is offered into evidence.

**Section V Territorial Application**

This Agreement applies within the boundaries of the Navajo Nation and Navajo County, provided that both Parties may engage in fresh pursuit as allowed by law regardless of whether such pursuit is made pursuant to this Agreement.

**Section VI Scope of Powers**

- A. Pursuant to this Agreement, the Nation hereby delegates to Navajo County, and the Navajo County Sheriff's Office, those powers necessary to enforce the criminal and traffic laws of the Navajo Nation, including the powers to conduct searches or make arrests for any violations thereof to the full extent as allowed by applicable law, hereinafter referred to as "mutual aid law enforcement certification."
- B. The Parties to this Agreement recognize and acknowledge that certain Nation officers are certified through Arizona Peace Officer Standards and Training, and thereby independently possess and exercise all law enforcement powers of peace officers in the State of Arizona, *see* A.R.S. §13-3874. Nothing in this Agreement diminishes such authority.

**Section VII Application for Certification**

- A. Procedures for Commissioning Navajo County Sheriff's deputies/ officers as Navajo Peace Officers
  - 1. To apply for certification, Navajo County, shall submit Peace Officer Commission Card application (Exhibit 1) for each of Navajo County Sheriff's eligible police officers (officer). An officer is eligible if Navajo County Sheriff's Office can demonstrate that its officer has met all of the minimum qualifications and training standards set forth by the Navajo Peace Officer Standard Training (Navajo POST) Commission, including, without limitation, Navajo County Sheriff's certification that:
    - a. The officer is a U.S. Citizen, who has reached the age of 21;
    - b. The officer holds a valid driver's license;
    - c. The officer has graduated from high school, or successfully completed the General Education Development examination;
    - d. The officer has undergone a complete background investigation that did not identify any disqualifiers; and
    - e. The officer has never been convicted of a crime of moral turpitude or violence.
  - 2. Eligible applicants must complete a 16-hour training course at the Nation's police academy, or at such other location agreed upon by the Parties, prior to receiving a mutual aid law enforcement certification from the Nation.
  - 3. The Nation will certify all applicants who meet the minimum qualifications and training standards set forth in this Agreement. The Nation shall not deny certification to any eligible and qualified applicant on the basis of race, creed, sex, or color.
  - 4. An officer who is commissioned by the Navajo Nation shall remain so until:
    - a. The officer's employment is terminated for any reason;
    - b. This Agreement expires or is terminated; or
    - c. The Nation disqualifies the officer.

5. Navajo County agrees to notify the Nation of any officers who have been terminated for any reason, and to return those officers' mutual law enforcement certification cards within ten days of the separation.
6. Navajo County agrees to notify the Nation of any officers who are being investigated for misconduct that could result in termination or who have been charged with a felony or misdemeanor.
7. The Nation reserves the right to suspend or revoke a mutual aid law enforcement certification at its own discretion. Should the Nation exercise its right to suspend or revoke the certification of any of Navajo County Sheriff's officers, it will immediately notify Navajo County, and the Navajo County Sheriff's Office in writing. Navajo County Sheriff's Office agrees to return the certification card of any officer whose certification has been suspended or revoked.

**B. Commissioned Nation officers with Navajo County Sheriff's Office Peace Officer Certification**

The Parties agree, recognize and acknowledge that Nation's officers are certified through Peace Officer Standards and Training, and thereby independently possess and exercise all law enforcement powers of peace officers in the State of Arizona, *see* A.R. S. § 13-3874. Nothing in this Agreement diminishes such authority.

**Section VIII Arrest and Custody Procedures**

- A. If an Navajo County Sheriff's Office officer arrests an Indian suspect within the Navajo Nation's territorial jurisdiction, that officer shall:
  1. Inform the suspect of his or her rights under Navajo Law; and
  2. Immediately take the suspect to the nearest appropriate Navajo Nation detention facility for booking, notify the Nation's police dispatcher, obtain a report number, and submit a booking report to the proper Nation police district; or
  3. Hold the suspect in custody until a police officer of the Nation can take custody of the suspect.
- B. If a Nation officer arrests a non-Indian suspect within Navajo County territorial jurisdiction, that officer shall:
  1. Inform the suspect of his or her rights under Federal Law; and
  2. Immediately take the suspect to the nearest appropriate Navajo County Sheriff's Office detention facility for booking, notify the Navajo County Sheriff's Office's police dispatcher, obtain a report number, and submit a booking report to the appropriate Navajo County Sheriff's Office police district; or
  3. Hold the suspect in custody until a police officer of Navajo County Sheriff's Office can take custody of the suspect.

- C. If a commissioned Navajo County Sheriff's Office officer arrests an Indian within the Navajo Nation's jurisdiction, who is suspected of committing a federal offense, that officer shall hold the suspect in custody until an officer who is authorized by the BIA to enforce federal law within the Navajo Nation's jurisdiction takes custody of the suspect.
- D. The Parties agree that their respective police officers will honor any Arizona or Navajo Nation court subpoena related to arrests made pursuant to this Agreement.

### **Section IX Investigations**

All investigations, including searches and seizures, conducted within the applicable territory of this Agreement shall be conducted pursuant to applicable Navajo, State and/or federal law.

### **Section X Forfeitures**

If the Parties jointly participate in an investigation that results in the seizure of tangible items, including cash, the Parties shall share the distribution based on an 80/20 share on Navajo land and a 20/80 share on state land.

### **Section XI Crime Statistics**

The Parties agree to collect, maintain, and share crime statistics arising from arrests and investigations conducted pursuant to this Agreement.

### **Section XII Extradition**

- A. Pursuant to 17 N.N.C. § 1951 *et seq.*, the Nation shall extradite any Indian located within the Navajo Nation's jurisdiction who has violated Arizona's criminal laws and is wanted for prosecution by the State of Arizona.
- B. Pursuant to A.R.S. § 13-3869, Navajo County Sheriff's Office shall extradite any Indian located within Navajo County's jurisdiction who has violated the Navajo Nation's criminal laws and is wanted for prosecution by the Navajo Nation.

### **Section XIII Citations for Traffic Offenses**

- A. A certified Navajo County Sheriff's officer who stops an Indian motorist for a traffic offense within the Navajo Nation's jurisdiction may issue a written warning or a citation into the appropriate Navajo district court or make an arrest were permitted by Navajo law.
- B. A certified Nation officer who stops a non-Indian motorist for a traffic offense within the Navajo County's jurisdiction may issue a written warning or a citation into the Navajo County court or make an arrest were permitted by A.R.S. § 13-3875 law.

### **Section XIV Supervision and Control**

- A. Certified Nation officers shall remain under the supervision and control of the Nation at all times, but shall take direction from the ranking Navajo County Sheriff's officer when operating within Navajo County's jurisdiction.

- B. Certified Navajo County Sheriff's officers shall remain under the supervision and control of the Navajo County, but shall take direction from the ranking Navajo Nation officer when operating within the Navajo Nation's jurisdiction.

**Section XV Compensation, Benefits, and Indemnity**

- A. The Parties agree that, under all circumstances, the Navajo Nation shall remain exclusively liable for Nation officers' salaries, workers' compensation, and civil liabilities arising within the scope of employment.
- B. The Parties agree that, under all circumstances, Navajo County shall remain exclusively liable for Navajo County Sheriff officers' salaries, workers' compensation, and civil liabilities arising within the scope of employment.

**Section XVI Liability**

- A. The Navajo Nation shall be liable for all acts or failure to act of its officers acting within the scope of the Nations' employment. The liability of the Navajo Nation pursuant to this agreement is subject to the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 551 *et. seq.* The Navajo County shall be liable for any and all acts or failure to act of Navjo County Sheriff's officers acting within the scope of the Navajo County employment.
- B. This Agreement shall not be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to the various governmental immunity laws, each party will defend any lawsuit brought against it and there is no indemnity between the parties. In addition, the Parties shall not be considered employees of the other Party, and this Agreement shall not be construed to create an inter-local partnership, joint venture, relationship of employer-employee or principal and agent, or to create any liability for one Party with respect to any liabilities or obligations of the other Party.

**Section XVII Dispute Resolution**

In the event of a dispute related to this Agreement, the Parties agree to informally resolve the dispute in good faith. In the event the Parties are unable to resolve the dispute, either Party, or both, may notify the other in writing of its intent to terminate the Agreement.

**Section XVIII Duration, Amendment, and Termination**

This Agreement takes effect on the date that the last party executes it and shall remain in effect until amended or terminated. The Parties may, through mutual written consent, amend this Agreement, but such amendments must be adopted with all of the formalities necessary to enact this Agreement in the first instance. Either of the Parties may terminate this Agreement with a minimum of thirty days' written notice to the other party.

**Section XIX Provisions Required in Contracts with Agencies of the State of Arizona** Click or tap here to enter text.

Notwithstanding any provision of the Agreement to the contrary, the Nation agrees to abide by the following terms and provisions that are required for contracts with Navajo County, a constituent department of the State of Arizona:

- A. The Nation shall retain all data and other records relating to the performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by Navajo County at reasonable times. Upon request, the Nation shall produce a copy of any or all such records.
- B. The Parties agree to comply with all applicable state and federal statutes and regulations concerning anti-discrimination practices. This contract is governed by A.R.S. § 41-1442.

**Section XX Sovereign Immunity**

The Navajo Nation is a sovereign nation, which is immune from suit pursuant to Navajo Nation Code, 1 N.N.C. § 553. All privileges and immunities from liability enjoyed by the Navajo Nation shall apply to the same degree and extent when acting in pursuance of this Agreement. Nothing in this Agreement, or in any future amendments, shall be construed as a waiver by the Navajo Nation of any rights, limits, protections, or defenses provided by any governmental immunity statutes including the foregoing or the sovereign immunity of the Navajo Nation.

**Section XXI Notices**

Official notices under this Agreement shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such other address as a Party may hereafter specify in writing):

**NATION:** Ronald Silversmith, Chief of Police  
 Navajo Police Department  
 P.O. Box 3360  
 Window Rock, AZ 86515-3360

**NAVAJO COUNTY :** Navajo County Sheriff  
 Navajo County Sheriff's Office  
 P.O. Box 668  
 Holbrook, AZ 86025

**Section XXII Savings Clause**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.

**Section XXIII Entire Agreement**

This Agreement, including any exhibits or other attachments, constitutes the entire agreement between the Parties.

**THE NAVAJO NATION:**

\_\_\_\_\_  
 Dr. Buu Nygrem, Navajo Nation President      Date

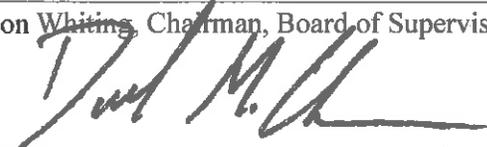
\_\_\_\_\_

\_\_\_\_\_  
Michael Anderson, Executive Director      Date  
Navajo Division of Public Safety

\_\_\_\_\_

Navajo County :

\_\_\_\_\_  
Jason Whiting, Chairman, Board of Supervisors,



\_\_\_\_\_  
David Clouse, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
10/11/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melissa Buckley, Navajo County

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Brad Carlyon, County Attorney

\_\_\_\_\_  
Date



**Board of Supervisors Regular**

**1.1.**

**Meeting Date:** 10/22/2024

**Title:** FY25 ACJC Victim Assistance Grant #VA-25-012S

**Submitted For:** Brad Carlyon, County Attorney      **Submitted By:** Lynda Young, Office Manager

**Department:** County Attorney

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**Motion before the Board:**

FY25 Arizona Criminal Justice Commission, Victim Assistance Grant, Grant Number VA-25-012S in the amount of \$22,119.55

**Background:**

In 2023, our victim service department assisted 1,594 victims, of which 108 victims ERE in emergency crisis. NCAO's victim services is the only agency able to educate victims about their legal rights by providing services like information about the court process, advocating their position directly with State prosecutors, and attending court with for/ them. Our crisis program allows our advocates to work with a victim from the onset of crime up through post-conviction. Allowing victims to participate in the court process helps to heal their emotional, physical, and financial victimization.

With the threat of budget cuts from the Victims of Crime Act (VOCA), our victim program would be cut by 50%. With this grant, we can diversify our victim services budget to reduce our reliance on just one program.

---

**Fiscal Impact**

**Fiscal Year:** FY2025

**Budgeted Y/N:** Y

**Amount Requested:** 22119.55

**Fiscal Impact:**

ACJC to fund \$22,119.55 with a 25% cash match requirement to be paid out of 212311 fund, which is the Criminal Justice Enhancement Fund.

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**Attachments**

FY25 ACJC Victim Assistance Grant

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**Form Review**

**Inbox**

County Attorney

Finance Director

Form Started By: Lynda Young

Final Approval Date: 10/11/2024

**Reviewed By**

Brad Carlyon

Jayson Vowell

**Date**

09/18/2024 09:18 AM

10/11/2024 12:09 PM

Started On: 09/17/2024 01:38 PM



# Arizona Criminal Justice Commission

June 26, 2024

*Chairperson*

DAVID K. BYERS, Director  
Administrative Office of the Courts

*Vice-Chairperson*

STEVE STAHL  
Law Enforcement Leader

JEAN BISHOP

Mohave County Supervisor

MICHELLE H. BURNS

Former Judge

BRADLEY W. CARLYON

Navajo County Attorney

LAURA CONOVER

Pima County Attorney

JEFF GLOVER, Director

Department of Public Safety

KRIS MAYES

Attorney General

MINA MENDEZ, Chairperson

Board of Executive Clemency

RACHEL MITCHELL

Maricopa County Attorney

CHRIS NANOS

Pima County Sheriff

RUSS SKINNER

Maricopa County Sheriff

KARA RILEY

Oro Valley Chief of Police

DAVID SANDERS

Pima County Chief Probation Officer

ROBERT L. SPIVEY

St. Johns Chief of Police

RYAN THORNELL, Director

Department of Corrections,  
Rehabilitation, and Reentry

VACANT

County Sheriff

VACANT

Chief of Police

VACANT

Mayor

*Executive Director*

Andrew T. LeFevre

1110 West Washington, Suite 230

Phoenix, Arizona 85007

PHONE: (602) 364-1146

FAX: (602) 364-1175

[www.azcjc.gov](http://www.azcjc.gov)

Attn: Brad Carlyon, County Attorney  
Navajo County Attorney's Office  
PO Box 668  
Holbrook, AZ 86025

RE: Victim Assistance Grant Number VA-25-012S

Dear Brad Carlyon,

On May 16, 2024 the Arizona Criminal Justice Commission (ACJC) approved the Crime Victim Committee's recommendation to award Crime Victim Assistance funds to Government and Nonprofit agencies for FY2025. The amount of your award is \$22,119.55. Other funds totaling \$5,529.89 are required to match this grant. The award period begins July 01, 2024 and ends June 30, 2025.

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 01, 2024 or the agreement may be cancelled.

Grantees may make budget adjustments among approved budget categories as long as there are no changes to the purpose or scope of project. If a budget adjustment is necessary to reallocate funds to different budget categories that were not approved, please submit a detailed request via the ACJC Grants Portal for ACJC Victim Services staff approval. All grant budget adjustments to unapproved categories must be approved by ACJC program staff.

ACJC Victim Assistance grant funds will be paid through a monthly reimbursement process. All monthly reimbursement requests will be submitted through the ACJC Grants Portal at the following link: <https://grantsportal.azcjc.gov/>. Please note all grant payments will be made through direct deposit.

If you have any questions concerning your award you may contact me at 602-364-1177.

Sincerely,

A handwritten signature in black ink that reads "Dorinda M. Johns".

Dorinda M. Johns, Program Manager  
Crime Victim Services



ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE PROGRAM  
GRANT AGREEMENT

ACJC Grant Number VA-25-012S  
State Funded Grant Program

This Grant Agreement is made this 21st day of June, 2024 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and NAVAJO COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2024 and terminate on June 30, 2025. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty(60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty(30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007  
Attn: Program Manager, Dorinda M. Johns

B. If to the GRANTEE:

Navajo County Attorney's Office  
PO Box 668  
Holbrook, AZ 86025  
Attn: County Attorney, Brad Carlyon

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
<b>PERSONAL SERVICES</b>	
Salaries	\$14,939.39
Fringe Benefits*	\$7,180.16
<b>OVERTIME</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>PROFESSIONAL CONSULTANT &amp; CONTRACTUAL SERVICES</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>TRAVEL EXPENSES</b>	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
<b>EQUIPMENT</b>	
Capital	\$0.00
Non-Capital	\$0.00
<b>OPERATING EXPENSES</b>	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Match	\$5,529.89
<b>TOTAL BUDGET</b>	<b>\$27,649.44</b>

POSITIONS FUNDED:  
EQUIPMENT FUNDED:

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$22,119.55 in state funds. The matching amount for this award is \$5,529.89.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

10. Grant funds may only be used for the purposes in the GRANTEE'S approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

11. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

13. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.

14. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

15. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the Uniform Accounting Manual for Arizona Counties authorized by the Auditor General for disposition guidelines and guideline development. **Link:** *Uniform Accounting Manual for Arizona Counties*  
<https://www.azauditor.gov/sites/default/files/UAMAC.pdf>.

16. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

17. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS*	
Report Period	Due Date
July 1st to June 30th	July 25th

FINANCIAL REPORTS*	
Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

\* More frequent reports may be required for GRANTEES who are considered high risk.

18. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

19. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

20. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

21. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

22. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

23. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

24. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

25. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

26. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

27. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

28. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

a. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

b. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

c. The arbitration shall be conducted in Maricopa County.

d. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

e. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

f. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

g. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

h. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

29. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

30. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

31. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.

32. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

33. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

34. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

35. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

36. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

37. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

38. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

39. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

40. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

41. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days. **Link:** <http://azcjc.gov/grants>

42. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

43. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** <http://niem.github.io/reference/specifications/>

44. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

45. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

46. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

47. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

48. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

49. Grantee shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

50. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

51. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

52. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

53. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE PROGRAM  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)

ACJC Grant Number VA-25-012S

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE must submit the following documents and information within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.
3. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.
  - a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in Grants portal at: <https://grantsportal.azcjc.gov/>
  - b. Current staff being paid through the ACJC Victim Assistance Grant can be entered into the personnel section of the Grants Portal.
  - c. Verification that the Civil Rights Official is current on their annual training.
4. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.
5. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
6. The GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all grant expenditures with the monthly financial report through the ACJC Grants Portal.

Authorized Official Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Attest Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**Approved as to form and authority to enter into Agreement:**

\_\_\_\_\_  
Legal Counsel for GRANTEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**Statutory or other legal authority to enter into Agreement:**

\_\_\_\_\_  
Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

\_\_\_\_\_  
Date



**ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT**

**INSURANCE REQUIREMENTS  
EXHIBIT "A"**

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*  
 The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

Exhibit "A" Page 2

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

## Certificate Of Completion

Envelope Id: E370BD0853734366A00B2A79BD97554A	Status: Sent
Subject: Please DocuSign: FY25 Crime Victim Assistance Grant Agreement	
Source Envelope:	
Document Pages: 14	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kaitlin Meadows
Time Zone: (UTC-07:00) Arizona	kmeadows@azcjc.gov
	IP Address: 159.87.74.2

## Record Tracking

Status: Original	Holder: Kaitlin Meadows	Location: DocuSign
9/17/2024 9:19:10 AM	kmeadows@azcjc.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Arizona Criminal Justice Commission	Location: DocuSign

## Signer Events

Signature	Timestamp
<p>Brad Carlyon brad.carlyon@navajocountyaz.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 9/12/2024 7:51:00 PM ID: a23cb7fb-3152-4a65-81f5-f00f5344c1e3 Company Name: Arizona Criminal Justice Commission</p> <p>Jason Whiting jason.whiting@navajocountyaz.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/20/2020 9:47:43 AM ID: 26d86be3-f0fa-4805-8b6f-bd29f7c8dcda Company Name: Arizona Criminal Justice Commission</p> <p>Melissa Buckley melissa.buckley@navajocountyaz.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/14/2023 8:39:07 AM ID: b0043ab7-41f3-479c-a3a6-4c761f222535 Company Name: Arizona Criminal Justice Commission</p> <p>Andrew LeFevre alefevre@azcjc.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 9/17/2024 1:28:37 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
LYNDA YOUNG lynda.young@navajocountyaz.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 74.43.151.132	Sent: 9/17/2024 9:25:31 AM Viewed: 9/17/2024 1:28:36 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/23/2020 12:23:44 PM  
 ID: f0b52b5c-1215-4c75-b1f4-2a486278ab86  
 Company Name: Arizona Criminal Justice Commission

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/17/2024 9:25:31 AM
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Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov)

### **To advise Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.



**Board of Supervisors Regular**

**1. m.**

**Meeting Date:** 10/22/2024

**Title:** FY24 ACJC Victim's Assistance Grant #VA-25-012A

**Submitted For:** Brad Carlyon, County Attorney      **Submitted By:** Lynda Young, Office Manager

**Department:** County Attorney

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**Motion before the Board:**

FY25 Arizona Criminal Justice Commission, Victim Assistance Grant, Grant Number VA-25-012A in the amount of \$22,119.55

**Background:**

In 2023, our victim service department assisted 1,594 victims, of which 108 victims ERE in emergency crisis. NCAO's victim services is the only agency able to educate victims about their legal rights by providing services like information about the court process, advocating their position directly with State prosecutors, and attending court with for/ them. Our crisis program allows our advocates to work with a victim from the onset of crime up through post-conviction. Allowing victims to participate in the court process helps to heal their emotional, physical, and financial victimization. With the threat of budget cuts from the Victims of Crime Act (VOCA), our victim program would be cut by 50%. With this grant, we can diversify our victim services budget to reduce our reliance on just one program.

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**Fiscal Impact**

**Fiscal Year:** FY2025

**Budgeted Y/N:** Y

**Amount Requested:** 22119.55

**Fiscal Impact:**

ACJC to fund \$22,119.55 with a 25% cash match requirement to be paid out of 212311 fund, which is the Criminal Justice Enhancement Fund.

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**Attachments**

FY25 ACJC Victim Assistance Grant FA-25-012A

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**Form Review**

**Inbox**

County Attorney

Form Started By: Lynda Young

Final Approval Date: 09/19/2024

**Reviewed By**

Brad Carlyon

**Date**

09/19/2024 01:52 PM

Started On: 09/19/2024 01:25 PM



# Arizona Criminal Justice Commission

June 28, 2024

*Chairperson*

DAVID K. BYERS, Director  
Administrative Office of the Courts

*Vice-Chairperson*

STEVE STAHL  
Law Enforcement Leader

JEAN BISHOP  
Mohave County Supervisor

MICHELLE H. BURNS  
Former Judge

BRADLEY W. CARLYON  
Navajo County Attorney

LAURA CONOVER  
Pima County Attorney

JEFF GLOVER, Director  
Department of Public Safety

KRIS MAYES  
Attorney General

MINA MENDEZ, Chairperson  
Board of Executive Clemency

RACHEL MITCHELL  
Maricopa County Attorney

CHRIS NANOS  
Pima County Sheriff

RUSS SKINNER  
Maricopa County Sheriff

KARA RILEY  
Oro Valley Chief of Police

DAVID SANDERS  
Pima County Chief Probation Officer

ROBERT L. SPIVEY  
St. Johns Chief of Police

RYAN THORNELL, Director  
Department of Corrections,  
Rehabilitation, and Reentry

VACANT  
County Sheriff

VACANT  
Chief of Police

VACANT  
Mayor

*Executive Director*  
Andrew T. LeFevre

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)

Attn: Brad Carlyon, County Attorney  
Navajo County Attorney's Office  
PO Box 668  
Holbrook, AZ 86025

RE: Victim Assistance Grant Number VA-25-012A

Dear Brad Carlyon,

On May 16, 2024 the Arizona Criminal Justice Commission (ACJC) approved the Crime Victim Committee's recommendation to award Crime Victim Assistance funds to Government and Nonprofit agencies for FY2025. The amount of your award is \$22,119.55. Other funds totaling \$5,529.89 are required to match this grant. The award period begins July 01, 2024 and ends December 31, 2024.

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 01, 2024 or the agreement may be cancelled.

Grantees may make budget adjustments among approved budget categories as long as there are no changes to the purpose or scope of project. If a budget adjustment is necessary to reallocate funds to different budget categories that were not approved, please submit a detailed request via the ACJC Grants Portal for ACJC Victim Services staff approval. All grant budget adjustments to unapproved categories must be approved by ACJC program staff.

ACJC Victim Assistance grant funds will be paid through a monthly reimbursement process. All monthly reimbursement requests will be submitted through the ACJC Grants Portal at the following link: <https://grantsportal.azcjc.gov/>. Please note all grant payments will be made through direct deposit.

If you have any questions concerning your award you may contact me at 602-364-1177.

Sincerely,

A handwritten signature in black ink that reads "Dorinda M. Johns".

Dorinda M. Johns, Program Manager  
Crime Victim Services



ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE PROGRAM  
GRANT AGREEMENT

ACJC Grant Number VA-25-012A  
Assistance Listings Number (ALN) Number 21.027

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Navajo County Attorney's Office  
Grantee's UEI Number: FH3HTA8K5456  
Grantee Period of Performance Start and End Date: 07/01/2024 to 12/31/2024  
Amount of Federal Funds Obligated by this Agreement: \$22,119.55  
Total Amount of Federal Funds Obligated to the Grantee: \$22,119.55  
Indirect Cost Rate used by the Grantee under this Agreement: 0  
ALN Number and Name: 21.027 - Coronavirus State and Local Fiscal Recovery Funds  
Name of Federal Awarding Agency: US Department of the Treasury  
Total Amount of the Federal Award in this Agreement: \$10,000,000.00  
Federal Award Identification Number (FAIN): ISA-ARPA-ACJC-010123-01  
Federal Award Date: 03/23/2023

Federal Award Project Description:

The purpose of this project is to provide financial assistance to victims of crime and strengthen Arizona services to better support crime victims. Funds will be used to respond to the negative economic impacts of the public health emergency, by providing assistance to programs and households facing negative impacts of the public health emergency, which includes assistance to support economic security of victims of crime. In most cases, the victim compensation program is the payer of last resort. This means that all other collateral sources of economic recovery must be exhausted before any compensation benefit can be paid. If a claimant has accessed all available collateral sources and is still left with eligible losses related to the crime, then the compensation program should cover the remaining expense. This means the claim for which the program has paid an expense, do not have other means to cover out of pocket expenses related to victimization. For victim assistance programs, services are provided which include crisis intervention to meet urgent needs of a victim; emergency services such as temporary shelter and emergency financial assistance for immediate needs of a victim; support services such as assistance with dealing with social services and criminal justice agencies; court related services such as advocacy services or direct financial services that helps a victim participate in criminal justice proceedings; notification services; training for staff or volunteers; and production of educational materials and outreach. The assistance provided by these agencies supports the economic security of crime victims in Arizona.

Name of Pass-Through Entity: Arizona Criminal Justice Commission  
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007  
Identification of Whether the Award is Research and Development: No  
Indirect Cost Rate for the Federal Award: 0

This Grant Agreement is made this 26th day of June, 2024 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and NAVAJO COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2024 and terminate on December 31, 2024. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007  
Attn: Program Manager, Dorinda M. Johns

B. If to the GRANTEE:

Navajo County Attorney's Office PO Box 668  
Holbrook, AZ 86025  
Attn: County Attorney, Brad Carlyon

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>PERSONAL SERVICES</b>	
Salaries	\$14,939.39
Fringe Benefits*	\$7,180.16
<b>OVERTIME</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>PROFESSIONAL CONSULTANT &amp; CONTRACTUAL SERVICES</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>TRAVEL EXPENSES</b>	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
<b>EQUIPMENT</b>	
Capital	\$0.00
Non-Capital	\$0.00
<b>OPERATING EXPENSES</b>	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Match	\$5,529.89
<b>TOTAL BUDGET</b>	<b>\$27,649.44</b>

POSITIONS FUNDED:  
EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$22,119.55 in federal funds awarded to the COMMISSION by the U.S. Department of Treasury and \$0.00 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$5,529.89.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link:** [e-CFR Navigation Aid](http://www.ecfr.gov/cgi-bin/ECFR?page=browse) at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

### ACTIVITY REPORTS

Report Period	Due Date
July 1st to June 30th	July 25th

### FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. **Link:** [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** [Audit Requirements for OJP Awards](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf) at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** [2 C.F.R Part 200 for OJP Awards](https://ojp.gov/funding/Part200UniformRequirements.htm) at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the [Consolidated Appropriations Act, 2018](https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm) at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** [System for Award Management](https://www.sam.gov/SAM/) at <https://www.sam.gov/SAM/> .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** [OJP Training Guide Principles for Grantees and Subgrantees](https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees) at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. ISA-ARPA-ACJC-010123-01 awarded by the US Department of the Treasury, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOC (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** [Limited English Proficiency A Federal Interagency Website](http://www.LEP.gov) at <http://www.LEP.gov>.

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. **Link:** <https://www.azcjc.gov/Grants/Civil-Rights-Compliance>.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** <http://niem.github.io/reference/specifications/>.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

70. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

72. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

80. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

82. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

83. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE PROGRAM  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)

ACJC Grant Number VA-25-012A

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE must submit the following documents and information within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.
  1. ACJC Subgrantee Self-Assessment Questionnaire can be completed in the Grants Portal at: <https://grantsportal.azcjc.gov>.
  2. Verification that all staff working in the Victim Assistance program comply with special condition 8 below.
  3. Verification that the Civil Rights Official is current on their annual training.
3. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
4. The GRANTEE understands that crime victim assistance funding will be distributed to grantees as a monthly reimbursement of assistance program expenditures.
5. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
6. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-201 through R110-4-207 administered by the COMMISSION.

## SPECIAL CONDITION(S) (Continued):

7. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

8. GRANTEE must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>

9. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

## 10. Employment eligibility verification for hiring under the award

The GRANTEE must-

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the GRANTEE properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the GRANTEE who are or will be involved in activities under this award of both-

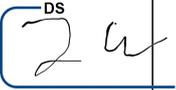
(1) This award requirement for verification of employment eligibility, and

(2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C 1324a (a)(1) and (2).

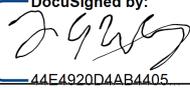
D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

11. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: 

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

DocuSigned by:  
  
44E4920D4AB4405

9/19/2024

Authorized Signatory

Date

Jason Whiting

Chairman of the Board

Printed Name & Title

Attest Signatory

Date

Printed Name & Title

**Approved as to form and authority to enter into Agreement:**

Signed by:  
  
132402D0E1C345C

9/18/2024

Legal Counsel for GRANTEE

Date

Brad Carlson

Navajo County Attorney

Printed Name & Title

**Statutory or other legal authority to enter into Agreement:**

ARS 11-201

Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT**

**INSURANCE REQUIREMENTS  
EXHIBIT "A"**

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*  
 The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

**Certificate Of Completion**

Envelope Id: 2D811063F6CA46B69C97A827DBA1D69A  
 Subject: Please DocuSign: Crime Victim Assistance Grant Agreement  
 Source Envelope:  
 Document Pages: 22 Signatures: 2  
 Certificate Pages: 5 Initials: 1  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Arizona

Status: Sent  
 Envelope Originator:  
 Kaitlin Meadows  
 kmeadows@azcjc.gov  
 IP Address: 159.87.74.2

**Record Tracking**

Status: Original  
 9/17/2024 9:12:28 AM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected  
 Holder: Kaitlin Meadows  
 kmeadows@azcjc.gov  
 Pool: StateLocal  
 Pool: Arizona Criminal Justice Commission  
 Location: DocuSign  
 Location: DocuSign

**Signer Events**

Brad Carlyon  
 brad.carlyon@navajocountyaz.gov  
 Navajo County Attorney  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

Signed by:  
  
 132402D0F1C345C...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 74.43.151.132

**Timestamp**

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 Signed: 9/18/2024 9:23:31 AM

**Electronic Record and Signature Disclosure:**

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 ID: 1dd27afd-94f8-4283-a47a-f077bbc2b543  
 Company Name: Arizona Criminal Justice Commission

Jason Whiting  
 jason.whiting@navajocountyaz.gov  
 Chairman of the Board  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 44E4920D4AB4405...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 4.1.96.116  
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**Electronic Record and Signature Disclosure:**

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 ID: 26d86be3-f0fa-4805-8b6f-bd29f7c8dcda  
 Company Name: Arizona Criminal Justice Commission

Melissa Buckley  
 melissa.buckley@navajocountyaz.gov  
 Security Level: Email, Account Authentication  
 (None)

Sent: 9/19/2024 1:16:19 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/14/2023 8:39:07 AM  
 ID: b0043ab7-41f3-479c-a3a6-4c761f222535  
 Company Name: Arizona Criminal Justice Commission

Andrew LeFevre  
 alefevre@azcjc.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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LYNDA YOUNG

lynda.young@navajocountyaz.gov

Security Level: Email, Account Authentication  
(None)

**VIEWED**

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Company Name: Arizona Criminal Justice Commission

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/17/2024 9:18:24 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov)

### **To advise Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.



**Board of Supervisors Regular**

**1. n.**

**Meeting Date:** 10/22/2024

**Title:** FY25 DPS VOCA Grant #2024-127

**Submitted For:** Brad Carlyon, County Attorney      **Submitted By:** Lynda Young, Office Manager

**Department:** County Attorney

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**Motion before the Board:**

Acceptance of FY24-FY25 Arizona Department of Public Safety, Victims of Crime Act Grant, Grant Number 2024-127 in the amount of \$198,898 to provide assistance to victims of crime

**Background:**

The VOCA grant funds salary and ERE for 6 Victim Advocates, and a part of one Victim Notification Clerk. Services provided by these advocates range from Victim letter notifications ( approximately 10,000), approximately 12,000 Direct Services including Court Advocacy, Crisis Response, Notifications, Referral to other victim programs, and Emergency funding.

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**Fiscal Impact**

**Fiscal Year:** FY25

**Budgeted Y/N:** Y

**Amount Requested:** 198,898.00

**Fiscal Impact:**

VOCA to fund \$198,898 with a match requirement of \$49,725.

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**Attachments**

FY25 DPS VOCA Grant 2024-127

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Attorney	Melissa Buckley	10/10/2024 01:41 PM
Finance Director	Jayson Vowell	10/11/2024 12:08 PM
County Attorney	Brad Carlyon	10/15/2024 10:51 AM
Form Started By: Lynda Young		Started On: 09/20/2024 02:54 PM
Final Approval Date: 10/15/2024		

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM  
FEDERAL GRANT# 15POVC-23-003880-ASSI  
CFDA #16.575  
SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: Navajo County Attorney's Office  
ADDRESS: P. O. Box 668  
CITY: Holbrook STATE: Arizona ZIP: 86025-0668  
UNIQUE ENTITY IDENTIFIER: FH3HTA8K5456

PROJECT TITLE: Navajo County Attorney's Office Victim Services RENEWAL

AWARD AMOUNT: \$198,898

REQUIRED MATCH (NON-FEDERAL SOURCE): \$49,725

PROJECT PERIOD: 10/01/2024 to 09/30/2025

PROJECT PURPOSE: To provide assistance to victims of crime.

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This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended, and specifically 34 U.S.C. §20103.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments

of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

**Approved Budget**

**Federal VOCA Amount**

Budget line items	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	Total
Personnel - Salary	\$151,721	\$0	\$0	\$151,721
Personnel - Fringe Benefits	\$47,177	\$0	\$0	\$47,177
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$198,898</b>	<b>\$0</b>	<b>\$0</b>	<b>\$198,898</b>

**Match Amount**

Budget line items	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	Total
Personnel - Salary	\$49,725	\$0	\$0	\$49,725
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$49,725</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,725</b>

For the Arizona Department of Public Safety:

\_\_\_\_\_  
Jeffrey Glover, Colonel  
Director  
Arizona Department of Public Safety

\_\_\_\_\_  
Date

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For the Subrecipient:

Authorizing Official:

\_\_\_\_\_  
Jason Whiting

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Attorney for Subrecipient (optional)

ARIZONA DEPARTMENT OF PUBLIC SAFETY  
VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM  
SUBGRANT AWARD AGREEMENT

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
- 1.2 “Agreement Amendment” means a written online document requested by the subrecipient agency for the purpose of making changes in the agreement and approved by the Arizona Department of Public Safety.
- 1.3 “Application” means a written online Request for Grant Application (RFGA).
- 1.4 “Days” means calendar days unless otherwise specified.
- 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
- 1.6 “Director” means the Director of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
- 1.7 “DPS” means the Arizona Department of Public Safety.
- 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
- 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10 “Match” means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
- 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
- 1.12 “Services” means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist

victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

- 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
- 1.14 “Subgrant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 “Subrecipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.
- 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20101, et seq.

## **2.0 Subgrant award agreement interpretation.**

- 2.1 Arizona Law. Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, the following shall prevail in the order set forth below:
  - 2.2.1 Special Conditions;
  - 2.2.2 General Conditions;
  - 2.2.3 DPS / VOCA Guidelines;
  - 2.2.4 Federal VOCA Guidelines; DOJ Grants Financial Guide; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.
- 2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.
- 2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.
- 2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party’s failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that 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.

### **3.0 Subgrant award agreement administration and operation.**

- 3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2023-01 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including A.R.S. § 41-1461, et seq., Title VI of the Civil Rights Act of 1964, as amended, the Indian Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Partnerships with Faith-Based and Other Neighborhood Organizations.

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

- 3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. Recipients (and subrecipients) must ensure that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, recipients and subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees (and subgrantees) to help them comply with Title VI requirements. The guidance document can be accessed on the internet at [www.lep.gov](http://www.lep.gov).
- 3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.

3.2 Certification Regarding Lobbying. Subrecipients entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipients shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Furthermore, the subrecipient understands and agrees that it cannot use any federal funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award.

Should any question arise as to whether a particular use of Federal funds by the subrecipient would or might fall within the scope of this prohibition, the subrecipient shall contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.3.1 Subgrant Award Report is due no later than October 30th of Year 2 and Year 3 of the grant cycle;

3.3.2 Monthly financial reports are due no later than the 15<sup>th</sup> of each month;

3.3.3 Quarterly statistical and programmatic reports are due no later than 30 days following the close of each quarter (the subrecipient agrees to collect and maintain data that measure the performance and effectiveness of work under this award);

3.3.4 Final Request to Reprogram Funds (if necessary) is due no later than June 30th of each fiscal year within the grant cycle;

3.3.5 Year-end amendment is due in conjunction with the final Monthly Financial Report which is due no later than October 15<sup>th</sup>; and

3.3.6 All obligations properly incurred by September 30th of each fiscal year within the grant cycle must be liquidated no later than November 30<sup>th</sup>. Any funds not liquidated by November 30th will revert to DPS;

3.3.7 the Annual Report is due no later than October 30th of each fiscal year within the grant cycle.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.4 Disclosure of High Risk Status. If the subrecipient is designated “high risk” by a federal or state grant-making agency outside of DPS, currently or at any time during the course of the period of performance under this award, the recipient must disclose the fact and certain related information to DPS. For the purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient’s past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is designated high risk by another federal or state awarding agency, the subrecipient must provide the following information: (1) the federal or state awarding agency that designates the subrecipient high risk; (2) the date the subrecipient was designated high risk; (3) the high risk point of contact at that federal or state awarding agency (name, phone number, and email address); (4) the reasons for the high risk status, as set out by the federal or state awarding agency.

In the event DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.

- 3.5 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31, 2031. In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice’s Office for Victims of Crime and/or the Office of the Chief Financial Officer (or its representatives) to review all of the subrecipient’s records concerning this grant project.
- 3.6 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient’s procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Grants Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient’s application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.
- 3.7 Client Assistance, Emergency Financial Assistance, Transitional Housing, and Relocation. Subrecipients receiving VOCA funds for client assistance, emergency financial assistance, transitional housing, and relocation services must submit the policies, procedures and rules governing the provision of the assistance for review and approval. The subrecipient agrees to revise any policy, procedure or rule DPS determines to be unallowable or does not conform to appropriate internal controls for suitable use of the funds and protection from fraud, waste or abuse.

- 3.8 Contracts for Professional Services. Subrecipients receiving VOCA funds for contracting for specialized professional services that are not available within the subrecipient organization must maintain signed agreements for consultant/contractual services and provide copies of the agreements to DPS prior to the use of VOCA funds for such services.
- 3.9 Noncompetitive approach in procurement contracts. The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

- 3.10 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.11 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.12 Non-Disclosure of Confidential or Private Information. The subrecipient shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall abide by the Non-Disclosure of Confidential or Private Information rules as outlined in the DPS-VOCA Guidelines.
- 3.13 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.14 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 C.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.

The subrecipient understands and agrees that DPS may withhold award funds, or may impose other related requirements, if (as determined by DPS) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- 3.15 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form

990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

- 3.16 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General’s Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency’s Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.17 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify the DOJ Office of the Inspector General (OIG) and DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has in connection with funds under this award either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award shall be reported to the OIG by (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530; and/or (3) facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 3.18 Restrictions and certifications regarding non-disclosure agreements and related matters. No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit

or otherwise currently restricts (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that making agency.

2. If the subrecipient does or is authorized under this award to make subgrants, procurement contracts, or both—

a. It represents that –

- i. It has determined that no other entity that the subrecipient’s application proposes may or will receive award funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

3.19 Compliance with 41 U.S.C. § 4712 (including prohibitions on reprisal; notice to employees). The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. § 4712, including all applicable provisions that prohibit under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rules, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. § 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. § 4712 to this award, the subrecipient is to contact the OJP and DPS for guidance.

- 3.20 Prohibited activities. The following activities are prohibited under this subgrant award agreement: 1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain, a wetland, or habitat for an endangered species. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories).
- 3.21 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.22 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website ([www.sam.gov](http://www.sam.gov)).
- 3.23 Employment eligibility verification for hiring under the award.
1. The subrecipient must:
    - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2), A.R.S. § 41-4401 and A.R.S. § 23-214.
    - B. Notify all persons associated with the subrecipient who are or will be involved in activities under this subaward of both (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
    - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
    - D. As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring – DPS is responsible for monitoring subrecipient compliance with this condition.

3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to the Department of Homeland Security (DHS). For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DPS, before award acceptance.

3.24 Requirement of report actual or imminent breach of personally identifiable information (PII). The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable

information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DPS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3.25 Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this subaward, whether by the recipient (DPS) or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring - The DPS's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

3.26 Compliance with restrictions on the use of federal funds – prohibited and controlled equipment under OJP awards. Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient at any tier to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP website at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

#### **4.0 Cost and Payments.**

4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA Assistance funds.

4.2 Match waiver. Any award made with a match waiver pending approval from DPS, in accordance with the U.S. Department of Justice’s match waiver approval process, is subject to reduction if the match waiver is not approved.

4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.

4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See sections 1401(a)(2) and 1404 (b)(1) and (2) of the Victims of Crime Act (VOCA) of 1984, and 34 U.S.C. 20103(a)(2) and (b)(1) and (2).

4.6 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.

- 4.7 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, effective edition.
- 4.8 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.9 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as VOCA expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. If the rate of VOCA expenditures reported surpasses the rate of match expenditures reported by more than 10%, the subgrant award agreement is subject to cancellation.
- 4.10 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and Official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.11 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 4.12 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

## **5.0 Subgrant Award Agreement Changes.**

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.

- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

## **6.0 Indemnification.**

Subrecipient Indemnification. To the fullest extent permitted by law, Contractor (as "Indemnitor") shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

## **7.0 Grant Remedies.**

- 7.1 Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this subaward on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the subaward, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official.

Failure to comply with any one or more of these award requirements—whether a condition set out in full, a condition incorporated by reference, or a certification or assurance related to conduct during the award period—may result in DPS taking appropriate action with respect to the subrecipient and the award. Among other things, DPS may withhold award funds, disallow costs, or suspend or terminate the award. DPS, the Department of Justice (DOJ), including the Office of Justice Programs, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to DPS or DOJ (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may lead to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

- 7.2 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.3 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

## **8.0 Grant Termination.**

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.

- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

## **9.0 Arbitration.**

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41, Chapter 23).

## **10.0 Other Service Requirements and Prohibited Activities.**

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this project, where such information is voluntarily furnished by the victim.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded or match employee position is vacated and when any VOCA funded or match employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module. If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have attended a victims' rights presentation from the Arizona Attorney General's Office.

- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency’s mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.11 Human Trafficking. The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons. The details of the subrecipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 10.12 Consolidated Appropriations Act. The subrecipient shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Acts of 2020, 2021, and 2022, are set forth below.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of a restriction set out in this award condition, the recipient is to contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

*Publicity or Propaganda.* Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by Congress.

*Employee Trainings.* Federal funds are not legally available, and may not be used, for any employee training that:

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;

4. contains any methods or content associated with religious or quasi-religious belief systems or “new age” belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants’ personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

*Nondisclosure policies, forms, and agreements.* Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal 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 federal statutory provisions are incorporated into this agreement and are controlling.”

*Acorn and related organizations.* Absent express prior written approval from OJP, federal funds may not be provided to the Association of Community Organizers for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

*Nondiscrimination in programs involving students.* Funds appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

*Blocking of pornography on computer networks.* Funds appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available and, may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement or victim assistance-related activity.

*Award or incentive fees to contractors.* Funds appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

*Use of funds in connection with abortion.* Fund appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available, and may not be used – (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

*“Pay-to-stay” at local jails.* Funds appropriated to the Department of Justice through an annual appropriations statute and awarded by OJP are not legally available to, and may not be provided to, any local jail that runs a “pay-to-stay” program. (Monies in the Crime Victims Fund are not appropriated through an annual appropriations statute.)

10.13 Israel Boycott Divestments. Subrecipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general conditions.

Subrecipient (organization) Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
                    Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



# ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*“Courteous Vigilance”*

**KATIE HOBBS**     **JEFFREY GLOVER**  
Governor             Director

## U.S. Department of Justice Office of Justice Programs Office of the Chief Financial Officer

### **Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," 28 CFR Part 83, "Government-wide Debarment and Suspension."

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

#### **Certification Regarding Lobbying**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **Federal Taxes**

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient (organization) name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title of Authorizing Official

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ * Not Applicable Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



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*“Courteous Vigilance”*

KATIE HOBBS Governor  
JEFFREY GLOVER Director

## Complying with Federal Civil Rights Program Requirements

### Ensuring Access to Federally Assisted Programs

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

### Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

### Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The United States Department of Justice (DOJ) regulation below has been modified and now applies not just to faith-based organizations but includes **all** VOCA subrecipients.

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibits **all recipient organizations**, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the DOJ, Office of Justice Programs, Office for Civil Rights’ (OCR) website at <https://ojp.gov/about/ocr/partnerships.htm>.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. §10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain

prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

**Nondiscrimination Notification**

DPS VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

**Discrimination Complaints**

Employees, clients, customers, or program participants of a DPS VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit ([VOCACivilRights@azdps.gov](mailto:VOCACivilRights@azdps.gov)); the Arizona Office of the Attorney General, Office for Civil Rights (<http://azaq.gov/civil-rights/>); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>).

**Submitting Findings of Discrimination**

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS VOCA.

I, \_\_\_\_\_ (printed name of authorizing official), certify that \_\_\_\_\_ (name of subrecipient organization) will comply with the Federal Civil Rights Program requirements as outlined above.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



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**KATIE HOBBS** Governor  
**JEFFREY GLOVER** Director

## **Certification regarding eligibility for de minimis rate of 10% of Modified Total Direct Costs (MTDC)**

Pursuant to § 200.414 Indirect (F&A) Costs of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Additionally, pursuant to § 200.414(g), any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rate for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate.

I certify \_\_\_\_\_ (name of subrecipient organization):

\_\_\_\_\_ does not have a current negotiated (including provisional) indirect cost rate agreement and elects to charge a de minimis rate of 10% of modified total direct costs.

\_\_\_\_\_ has a current negotiated (including provisional) indirect cost rate agreement, of which will be provided to the Arizona Department of Public Safety.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



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## Certification regarding Non-Supplanting

As outlined in the U.S. Department of Justice, Office of Justice Programs, Federal Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Furthermore, supplanting is defined as “to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.”

The following example is provided in the Federal Financial Guide to help clarify the difference between supplementing and supplanting:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers with Federal funds and none with State funds. In this case, it may be considered a supplanting violation because the State used the Federal funds to supplant (rather than supplement) the hiring of new police officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that the \_\_\_\_\_ (name of subrecipient organization) will comply with the prohibition against supplanting as outlined above.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



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## DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Arizona Department of Public Safety  
VOCA Administration, MD 1335  
P. O. Box 6638  
Phoenix, AZ 85005-6638
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant agency, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorizing Official



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## Victims of Crime Act (VOCA) Victim Assistance Grant Program

### Boycott of Israel Disclosure

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Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

**In compliance with A.R.S. §§35-393 *et seq.*, all subrecipients must select one of the following (SELECT ONLY ONE):**

- A. The Subrecipient (Company) **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- B. The Subrecipient (Company) **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

C. Exempt Contract or Subrecipient.

If selecting C (Exempt Contract or Subrecipient), indicate which of the following statements applies to this Contract:

Contract has an estimated value of less than \$100,000;  
Subrecipient is a sole proprietorship;  
Subrecipient has fewer than ten (10) employees; and/or  
Subrecipient is a non-profit organization.

**Subrecipient Organization (Company):**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Authorizing Official:**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Board of Supervisors Regular**

**1. o.**

**Meeting Date:** 10/22/2024

**Title:** Cooperative Purchasing Agreement with Virginia Sheriffs' Association

**Submitted By:** Jeanine Carruthers, Deputy Director Administration

**Department:** Sheriff

---

**Motion before the Board:**

Cooperative Agreement with the Virginia Sheriffs' Association (VSA) enabling the County to utilize and share contracts with the Virginia Sheriffs' Association, thus saving time and money

**Background:**

The cooperative agreement will allow Navajo County options such as:

1. Joint Purchasing of items.
2. Attachment to bids that are beneficial to either party if the vendor agrees to honor bid prices.
3. Considerable savings of staff time in preparing bid packages that have already been completed by the other party.

We have similar cooperative agreements with the State of Arizona, other Counties/Cities as well as SAVE (Strategic Alliance for Volume Expenditures), which have been very beneficial to Navajo County. This cooperative agreement enables the County to utilize and share contracts with Virginia Sheriffs' Association thus saving time and money.

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**Attachments**

Cooperative Agreement

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/07/2024 09:54 AM
Kimberly Willis	Kimberley Willis	10/09/2024 03:52 PM
Form Started By: Jeanine Carruthers		Started On: 10/04/2024 09:13 AM
Final Approval Date: 10/09/2024		

## MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement (“Agreement”), effective September 17, 2024 (DATE), is made by and between the Virginia Sheriffs’ Association, Inc. (“VSA”), a Virginia non-profit corporation, and the Navajo County, Arizona (COUNTY/CITY, STATE) (“End User”), a local government created under the laws of the State of Arizona (NAME OF STATE).

### WITNESSETH

WHEREAS, VSA’s First Responder Supplies and Equipment Procurement Program and Heavy Equipment Procurement Program (“Procurement Programs”) are cooperative bid programs where VSA solicits bids for products and services to be purchased directly from awarded vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the Procurement Programs is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, VSA will serve as the “Contract Administrator” in the process of soliciting bids. The purpose of the solicitation for bids is to identify the most suitable and qualified vendor for the purchase of products and services on a “no trade-in basis;” and

WHEREAS, the VSA Contract Administrator will award the bid to the lowest, best, and most responsive bidder by specification, by manufacturer, and by vendor. The award will be determined by the price of the bid, qualifications based on vendor’s facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, VSA and the End User agree as follows:

#### 1.0 **Responsibilities of the parties.**

- 1.1 The VSA will identify, solicit, and invite interested vendors, including but not limited to manufacturers, dealers and certified representatives, to submit bids for products and services.
- 1.2 The VSA will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase products and services directly from vendors at a competitive price.

- 1.3 The VSA will consult with the End User as needed in order to facilitate End User's purchase of the products and services through the Procurement Programs in which the End User has agreed to participate as signified below.

First Responder Supplies and Equipment Procurement Program <input type="checkbox"/> Initials: _____ (Check and initial to participate)
Heavy Equipment Procurement Program <input type="checkbox"/> Initials: _____ (Check and initial to participate)

- 1.4 The VSA will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of products and services to End User.
- 1.5 The End User agrees to be bound by the Solicitation for Bids and Contract Terms and Conditions for the Procurement Programs ("Terms and Conditions") in which it has agreed to participate, as shown in Section 1.3 above, which Terms and Conditions are attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the VSA all information and assistance requested by the VSA that is reasonably necessary to remain in compliance with the Solicitation for Bids and Contract Terms and Conditions for the Procurement Programs in which it has agreed to participate as shown in Section 1.3 above.

2.0 **Compliance with Laws.** The End User represents and warrants to the VSA that it has obtained all state and local regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the End User represents and warrants to the VSA that it is in compliance with all applicable laws and regulations and covenants to remain in compliance with such laws and regulations during the term of this Agreement.

The End User shall indemnify, defend, and hold harmless VSA for any breach of this Compliance with Laws provision, including damages and attorney's fees suffered by VSA arising from or relating to the End User's noncompliance.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The VSA and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture, or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind VSA to any agreement or obligation. VSA shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the VSA in administering the Procurement Programs are limited to those specified in the VSA Solicitation for Bids and Contract Terms and Conditions for the Procurement Programs in which the End User has agreed to participate as shown in Section 1.3 above, which Terms and Conditions are attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for VSA beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the VSA.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the VSA and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

**Virginia Sheriffs' Association, Inc.**  
**901 East Byrd Street, Suite 1301**  
**Richmond, Virginia 23219**

Navajo County Public Works  
**(NAME OF REQUESTING AGENCY)**  
100 W. Public Works Drive, PO Box 668  
**(Street Address-Requesting Agency)**  
Holbrook, AZ 86025  
**(City, State, Zip Code)**

By: \_\_\_\_\_  
John W. Jones  
Executive Director

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed First and Last Name)  
\_\_\_\_\_  
(Title)



**Board of Supervisors Regular**

**1. p.**

**Meeting Date:** 10/22/2024

**Title:** Award of Contract B24-08-014 Vehicle Replacement Program

**Submitted For:** Bryan Layton, County Manager

**Submitted By:** Kolton Root, Sr. Procurement Officer

**Department:** Administrative Services

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**Motion before the Board:**

Award of contract #B24-08-014 Vehicle Replacement Program to Show Low Ford

**Background:**

Navajo County requested bids from qualified automotive dealers to establish contract(s) for the purchase of various Sport Utility Vehicles (SUVs), Minivans, Compact Pickup Trucks, and Regular Pickup Trucks. This is an annual contract for Navajo County's Vehicle Replacement Program, which allows vehicles to be purchased based on price, convenience, availability and/or quality on an "as needed" basis. Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 p.m. M.S.T, October 9, 2024, in strict accordance with the specifications on file in the office of the Navajo County Public Works. No bids were accepted after 3:00 p.m. M.S.T. The bids were publicly opened and read aloud at 3:15 p.m. One bid was received and staff is recommending award to Show Low Ford as the lowest, responsible, responsive bidder.

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**Fiscal Impact**

**Fiscal Year:** 2025

**Budgeted Y/N:** Y

**Amount Requested:**

**Fiscal Impact:**

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**Attachments**

Bid-Tab  
Contract

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jeanine Carruthers	Jeanine Carruthers	10/11/2024 06:49 AM
Brandt Clark	Brandt Clark	10/11/2024 09:55 AM
Clerk of the Board	Melissa Buckley	10/14/2024 08:44 AM
Form Started By: Kolton Root		Started On: 10/10/2024 02:05 PM
Final Approval Date: 10/14/2024		

NAVAJO COUNTY VEHICLE REPLACEMENT PROGRAM, #B24-08-014

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #1 - All-Wheel Drive Compact SUV</b>	
<b>Estimated Quantity: 10</b>	
Manufacturer / Model No.	Ford Escape
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 31,395.00
Discount (%)	12.50%
Base MSRP Minus Discount	\$ 27,470.63
<b>Additional Information:</b>	
Additional Colors w/ Cost	\$395.00 - Rapid Red No Charge - Black, Gray, Silver, Blue
Type of Keys	3 keys with remote
Engine	1.5L EcoBoost
Deviations from MVR	Mini spare included in pricing
<b>Item #2 - All-Wheel or Four-Wheel Drive Full-Size SUV</b>	
<b>Estimated Quantity: 0</b>	
Manufacturer / Model No	Ford Expedition
Year	2024
Order Cut-Off Date	10/3/2024
Base MSRP	\$ 61,480.00
Discount (%)	11.30%
Base MSRP Minus Discount	\$ 54,532.76
<b>Additional Information:</b>	
Additional Colors w/ Cost	No Charge - Black, Silver, Red, Blue, Green
Type of Keys	3 keys with remote
AWD or 4WD?	4 Wheel Drive
Engine	3.5L EcoBoost V-6
Deviations from MVR	-

NAVAJO COUNTY VEHICLE REPLACEMENT PROGRAM, #B24-08-014

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #3 - Passenger Van</b> <b>Estimated Quantity: 1</b>	
Manufacturer / Model No	Ford Transit
Year	2024
Order Cut-Off Date	10/3/2024
Base MSRP	\$ 58,480.00
Discount (%)	8.40%
Base MSRP Minus Discount	\$ 53,567.68
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Gray, Black, Blue, Silver, Red
Type of Keys	3 keys with remote
Passenger Capacity	12 passengers
Engine	3.5L V-6
Deviations from MVR	Ford Transit Medium Height Roof Long Wheel Base RWD
<b>Item #4 - Compact Pickup Truck</b> <b>Estimated Quantity: 0</b>	
Manufacturer / Model No	Ford Ranger
Year	2024
Order Cut-Off Date	10/3/2024
Base MSRP	\$ 38,205.00
Discount (%)	1.00%
Base MSRP Minus Discount	\$ 37,822.95
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Gray, Black, Silver, Blue Red
Cost to provide color-keyed carpeting w/ floor mats	\$ 500.00
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Includes shift on fly 4x4
Type of Keys	3 keys
Engine	2.3L EcoBoost 4 Cylinder
Deviations from MVR	-

NAVAJO COUNTY VEHICLE REPLACEMENT PROGRAM, #B24-08-014

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #5 - 1/2 Ton Gas Pickup Truck, Regular Cab</b>	
<b>Estimated Quantity: 0</b>	
Manufacturer / Model No	Ford F-150
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 46,015.00
Discount (%)	8.00%
Base MSRP Minus Discount	\$ 42,333.80
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Silver, Gray, Red, Blue
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on fly 4x4 Included
Cost to provide color-keyed carpeting w/ floor mats	N/A - Carpet flooring not available in regular cab
Cost to provide "long bed" cargo bed	No additional charge
Type of Keys	3 keys with remote
Engine	*5.0L V-8 or 2.7L V-6
Deviations from MVR	*Note - Short bed requires 5.0L V-8 and long bed requires 2.7L V-6 EcoBoost
<b>Item #6 - 1/2 Ton Gas Pickup Truck, Extended Cab</b>	
<b>Estimated Quantity: 0</b>	
Manufacturer / Model No	Ford F-150
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 50,195.00
Discount (%)	11.70%
Base MSRP Minus Discount	\$ 44,322.19
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Blue, Red, Gray, Silver
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on the fly included
Cost to provide color-keyed carpeting w/ floor mats	N/A - Extended cab not available with carpet
Cost to provide "long bed" cargo bed	N/A - 8' Bed not available in extended cab. 6.5' standard.
Type of Keys	3 keys with remote
Engine	5.0L V-8
Deviations from MVR	-

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #7 - 1/2 Ton Gas Pickup Truck, Crew Cab</b>	
<b>Estimated Quantity: 3</b>	
Manufacturer / Model No	Ford F-150
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 52,615.00
Discount (%)	13.50%
Base MSRP Minus Discount	\$ 45,511.98
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Blue, Gray, Silver, Red
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on the fly standard
Cost to provide color-keyed carpeting w/ floor mats	\$3,920 - Package upgrade to XLT
Cost to provide "long bed" cargo bed	\$790 - Long bed goes from 5.5' to 6.5'
Type of Keys	3 keys
Engine	5.0L V-8
Deviations from MVR	-
<b>Item #8 - 1/2 Ton Diesel Pickup Truck, Crew Cab</b>	
<b>Estimated Quantity: 0</b>	
Manufacturer / Model No	N/A
Year	
Order Cut-Off Date	
Base MSRP	
Discount (%)	
Base MSRP Minus Discount	\$ -
<b>Additional Information:</b>	
Additional Colors w/ Cost	
Cost to provide electronic shift-on-the-fly 4WD	
Cost to provide color-keyed carpeting w/ floor mats	
Cost to provide "long bed" cargo bed	
Type of Keys	
Engine	
Deviations from MVR	

NAVAJO COUNTY VEHICLE REPLACEMENT PROGRAM, #B24-08-014

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #9 - 1/2 Ton Diesel Pickup Truck, Extended Cab</b>	
<b>Estimated Quantity: 0</b>	
Manufacturer / Model No	N/A
Year	
Order Cut-Off Date	
Base MSRP	
Discount (%)	
Base MSRP Minus Discount	\$ -
<b>Additional Information:</b>	
Additional Colors w/ Cost	
Cost to provide electronic shift-on-the-fly 4WD	
Cost to provide color-keyed carpeting w/ floor mats	
Cost to provide "long bed" cargo bed	
Type of Keys	
Engine	
Deviations from MVR	
<b>Item #10 - 3/4 Ton Gas Pickup Truck, Extended Cab</b>	
<b>Estimated Quantity: 1</b>	
Manufacturer / Model No	Ford F-250
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 53,195.00
Discount (%)	9.70%
Base MSRP Minus Discount	\$ 48,035.09
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Gray, Red, Green
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on the fly standard
Cost to provide color-keyed carpeting w/ floor mats	\$3,850 - Carpet requires package change
Cost to provide "long bed" cargo bed	No additional charge - Long bed standard
Type of Keys	3 keys with remote
Engine	6.8L V-8 gas
Deviations from MVR	Short bed (6-3/4') N/A on extended cab

NAVAJO COUNTY VEHICLE REPLACEMENT PROGRAM, #B24-08-014

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #11 - 3/4 Ton Gas Pickup Truck, Crew Cab</b>	
<b>Estimated Quantity: 2</b>	
Manufacturer / Model No	Ford F-250
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 54,665.00
Discount (%)	9.70%
Base MSRP Minus Discount	\$ 49,362.50
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Gray, Red, Green
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on the fly standard
Cost to provide color-keyed carpeting w/ floor mats	\$3,850 - Carpet requires package change
Cost to provide "long bed" cargo bed	\$210 - 6-3/4' bed goes to 8' bed
Type of Keys	3 keys with remote
Engine	6.8L V-8 gas
Deviations from MVR	-
<b>Item #12 - 3/4 Ton Diesel Pickup Truck, Crew Cab</b>	
<b>Estimated Quantity: 2</b>	
Manufacturer / Model No	Ford F-250
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 65,160.00
Discount (%)	10.00%
Base MSRP Minus Discount	\$ 58,644.00
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Gray, Red, Green
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on the fly standard
Cost to provide color-keyed carpeting w/ floor mats	\$3,850 - Carpet requires package change
Cost to provide "long bed" cargo bed	\$210 - 6-3/4' bed goes to 8' bed
Type of Keys	3 keys with remote
Engine	6.7L V-8 PowerStroke Diesel
Deviations from MVR	-

**BID TAB**

VEHICLE ITEMS	SHOW LOW FORD
<b>Item #13 - 1 Ton Diesel Pickup Truck, Crew Cab</b>	
<b>Estimated Quantity: 0</b>	
Manufacturer / Model No	Ford F-350
Year	2025
Order Cut-Off Date	TBD
Base MSRP	\$ 66,470.00
Discount (%)	9.80%
Base MSRP Minus Discount	\$ 59,955.94
<b>Additional Information:</b>	
Additional Colors w/ Cost	No additional charge - Black, Gray, Red, Green
Cost to provide electronic shift-on-the-fly 4WD	No additional charge - Shift on the fly standard.
Cost to provide color-keyed carpeting w/ floor mats	\$3,850 - Carpet requires package change
Cost to provide "long bed" cargo bed	\$210 - 6-3/4' bed goes to 8' bed
Type of Keys	3 keys with remote
Engine	6.7L V-8 PowerStroke Diesel
Deviations from MVR	-
<b>Approximate number of days for delivery after an order</b>	
	120
<b>Sales Tax Percent</b>	
	8.43%

## CONTRACT

**THIS CONTRACT** is made and entered into as of **October 22, 2024**, the “Effective Date”) by and between Navajo County (“County”) and **Show Low Ford** (“Contractor”).

1. **SCOPE OF WORK**: Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Vehicle Replacement Plan, Contract #B24-08-014**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of the County.
2. **CONTRACT DOCUMENTS**: The Contract Documents comprise this Contract and the Invitation for Bids, Proposal Submittal received **October 8, 2024**, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others.
3. **NO LIENS / TIME FOR COMPLETION**: Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION**: This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).
5. **PAYMENTS**: Payment, if any, shall be made on the basis of the Discount (Minimum Percentage Off MSRP, less manufacturer rebates and any promotional discounts available at the time of order) bid for the awarded items in the Price Proposal for Contract **#B24-08-014**. Contractor shall submit invoices to County for all work performed hereunder. No later than 21 days after each invoice has been verified and approved by the County, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS**:
  - A. **PROHIBITION OF BOYCOTT OF ISRAEL**: Contractor certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.
  - B. **WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394**: Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the

County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the Contractor and all Subcontractors to ensure compliance with this certification for the duration of this Agreement.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Contract as of the Effective Date.

**NAVAJO COUNTY**

**CONTRACTOR**

By \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Company

By \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Title



**Board of Supervisors Regular**

**1. q.**

**Meeting Date:** 10/22/2024

**Title:** Back Tax Land Sales

**Submitted By:** Melissa Buckley, Clerk of the Board of Supervisors

**Department:** Board of Supervisors

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**Motion before the Board:**

Approval of 1 Back Tax Land Parcel sold over the counter in the amount of \$428,106.23

**Background:**

Approval of 1 Back Tax Land Parcels APN: 201-05-010P sold over the counter in the amount of \$428,106.23.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Clerk of the Board	Preston Root	03/22/2022 11:05 AM
Clerk of the Board	Preston Root	03/25/2022 10:12 AM
Clerk of the Board	Preston Root	03/25/2022 04:34 PM
Clerk of the Board	Melissa Buckley	04/06/2022 04:43 PM
Form Started By: Preston Root		Started On: 03/22/2022 08:17 AM
Final Approval Date: 10/10/2024		



**Board of Supervisors Regular**

**1. r.**

**Meeting Date:** 10/22/2024

**Title:** Back Tax Land Online Auction 2024

**Submitted By:** Melissa Buckley, Clerk of the Board of Supervisors

**Department:** Board of Supervisors

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**Motion before the Board:**

Acceptance of the Back Tax Land list and authorization to publish the notice scheduling the 2024 Back Tax Land On-Line Auction to begin January 20 through January 27, 2025

**Background:**

Back Tax Land Auction is an annual occurrence pursuant to:

[42-18301. List of real property held by state under tax deed](#)

A. On or before the first Monday in November of each year, the county board of supervisors shall prepare a list of the real property in the county that is held by the state by tax deed.

B. The list shall include:

1. A full description of each parcel.
2. The name of the former owner, if known.
3. The total amount of taxes, interest, penalties, fees and costs, including the unpaid charges of the county treasurer and recorder.

[42-18302. Notice of sale](#)

A. The board of supervisors shall advertise the real property for sale at a public sale. The advertisement shall be by:

1. Publishing the list and notice of sale in a newspaper of general circulation in the county at least once a week for at least two weeks, but not more than three weeks, before the stated date of the sale.
2. Continuously posting a current list and notice in the offices of the board of supervisors.

B. The newspaper that prints the list and notice shall also post the list and notice on the internet on a website that posts the legal notices of ten or more Arizona newspapers.

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**Attachments**

Parcels for Sale

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**Form Review**

Form Started By: Melissa Buckley

Started On: 10/18/2023 11:23 AM

Final Approval Date: 10/11/2024

<u>PARCEL #</u>	<u>OWNER</u>	<u>LEGAL</u>	<u>MINIMUM BID</u>
103-44-010B	Horatio Holdings LLC	SECTION 8, T20N, R16E: SE4 NE4 SW4 OUT OF 103-44-010 FOR08ROLL	\$1,012.10
104-19-018A	Phillips Hilda A Trust	SECTION 33,T20N,R20E: NE4 NW4 SW4	\$525.20
104-24-010D	Horatio Holdings LLC	SECTION 21, T20N, R20E: SW4 SE4 SW4. OUT OF 104-24-010A FOR2003ROLL	\$525.20
104-32-014	Morris Jerry R & Victoria G Trustees	SECTION 5,T20N,R20E:NW4 NE4 SW4 & N2 NW4 SW4 LESS S2NW4NW4SW4	\$470.78
104-39-008D	AMTL Missions Property Trust	SEC 19, T19N,R19E: SE4 SE4 SE4 OUT OF 104-39-008D FOR2004ROLL	\$622.44
104-42-010C	AMTL Missions Property Trust	SECTION 7,T20N,R19E:SW4 SE4 LESS N2 N2 SW4 SE4 TO 010B (PER 03-5171) FOR 2004 ROLLLESS 10 AC TO 010D (PER 03-6702) LESS 5 AC TO 010E (PER 03-6710) OUT OF 010A FOR 2004 ROLL	\$571.16
104-50-011B	Houtchens Kyle R & Kaitlyn R	SECTION 9,T20N,R19E:SE4 NE4 SE4 OUT OF 104-50-011 FOR2004ROLL	\$368.96
104-53-003J	Barbara Wayne C & Cynthia D	SECTION 26, T19N, R19E:N2 NE4 SE4 NE4 OUT OF 104-53-003E FOR2005ROLL	\$520.48
105-04-011	Paulson Evelyn M	ARIZ RANCHO #2 LOTS 38 39	\$657.42
105-05-022C	Www.Contractor LLC	SECTION 13 T18N R21E: RANCHO #3 LOT 69 OUT OF 105-05-022A FOR2006ROLL	\$541.70
105-05-035	Walters August & Bernadette M	ARIZONA RANCHEROSLOTS 78 & 79RANCHO 3	\$657.42
105-08-035	Locken Laura H	RANCHO #6 LOTS 110 & 111	\$657.42
105-09-012	Anderson Johnnie Lee & Marguerite	RANCHO #10 LOT 20	\$493.14
105-09-156	Rivera Luis	RANCHO #12 LOT 95	\$435.66
105-09-168	Zhao Lu	RANCHO #13 LOT 8	\$538.74
105-12-027	Versteegh Lorena M	RANCHO #15 LOT 31	\$754.48
105-14-022	Brewster Charles A & Mary L	RANCHO #20 LOT 23	\$497.12
105-15-028	Hyde Kenneth E & Rosemary (Mester)	ARIZ RANCHO #21 LOT 69	\$497.12
105-16-042	Plakk Rein A & Stephanie D	ARIZ RANCHO #22 LOT 100	\$412.44
105-20-039	Benchenaa Sid-Ahmed	ARIZ RANCHO #26 LOT 84	\$592.88
105-21-031	Holladay Jean	ARIZ RANCHO #27 LOT 86	\$497.12
105-21-032	Holladay Jean	ARIZ RANCHO #27 LOT 87	\$497.12
105-21-050	Holladay Jean	ARIZ RANCHO #27 LOT 111	\$497.12
105-23-026	Velazques Enrique J	ARIZ RANCHO #29 LOTS 44 45	\$606.52
105-23-037	Az Land Research LLC	ARIZ RANCHO #29 LOTS 82 83	\$607.61
105-24-048	Pritchard Leroy V & Yvonne J	ARIZ RANCHO #31 LOT 3	\$657.42
105-25-047	Floyd David	ARIZ RANCHO #32 LOTS 86 87	\$657.42
105-27-092	Www.Contractor LLC	ARIZ RANCHO #35 LOT 38	\$530.44
105-27-109	Mcdermott William E Estate	ARIZ RANCHO #35 LOT 63	\$530.44
105-27-127	Gimon Sally Marie	ARIZ RANCHO #35 LOT 82	\$530.44
105-27-128	Gimon Sally Marie	ARIZ RANCHO #35 LOT 83	\$530.44
105-27-150	Khor Vivian	ARIZ RANCHO #36 LOT 1	\$640.88
105-27-189	Holladay Jean	ARIZ RANCHO #36 LOT 40	\$530.44
105-27-190	Holladay Jean	ARIZ RANCHO #36 LOT 41	\$530.44
105-27-191	Holladay Jean	ARIZ RANCHO #36 LOT 42	\$640.88
105-28-307	Guillen Ismael A & Maria G Jt	VEIN OF GOLD #12 LOT 307	\$565.98
105-30-044	Lane Henry	ARIZ RANCHO #40 LOT 44	\$406.82
105-30-061	Barbour William R & Lillian	ARIZ RANCHO #40 LOT 61	\$538.74
105-33-054	Www.Contractor LLC	ARIZ RANCHO #1002 LOT 54	\$493.86
105-33-072	Www.Contractor LLC	ARIZ RANCHO #1002 LOT 72	\$493.86
105-33-110	Bowler Robert	ARIZ RANCHO #1002 LOT 110	\$493.86
105-33-197	Lynch John K & Mary J (Jt)	ARIZ RANCHO #1002 LOT 197	\$358.76
105-33-199	Lynch John K & Mary J (Jt)	ARIZ RANCHO #1002 LOT 199	\$358.76
105-34-006	Johnson Charles R & Beverly A (Jt)	ARIZ RANCHO #1003 LOT 6	\$446.42
105-34-065	Hart William & Tonja (Jt)	ARIZ RANCHO #1003 LOT 65	\$493.86
105-34-093	Land Trust Company LLC	ARIZ RANCHO #1003 LOT 93	\$493.86
105-34-104	Lewis Michael II	ARIZ RANCHO #1003 LOT 104	\$446.42
105-34-139	Kovars Corinna & Damon Jt	ARIZ RANCHO #1003 LOT 139	\$481.20
105-34-174	Jaramillo Justin A	ARIZ RANCHO #1003 LOT 174	\$493.86
105-34-371	Jaramillo Justin A	ARIZ RANCHO #1003 LOT 371	\$493.86
105-35-061	Huggins Lowell D Jr	ARIZ RANCHO #1004 LOT 61	\$404.44
105-36-113	Basler Victoria (Cline)	VEIN OF GOLD #3 LOT 20	\$530.86
105-37-050	Fields Jody & Darla (Jt)	VEIN OF GOLD #4 LOT 50	\$662.82
105-38-166	Www.Contractor LLC	PAINTED DESERT MOBILE VILLA LOT B	\$487.44
105-39-087	Vinyard Jerry & Jean	VEIN OF GOLD UNIT 5 LOT 87	\$565.98
105-39-166	Thomas Michael Anthony	VEIN OF GOLD UNIT 5 LOT 166	\$565.98
105-39-204	Wigren Ruth	VEIN OF GOLD UNIT 5 LOT 204	\$565.98
105-41-097	Falvey Amy	VEIN OF GOLD UNIT 7 LOT 97	\$565.98
105-41-118	Deygoo Tyron W & Gary S	VEIN OF GOLD UNIT 7 LOT 118	\$565.98
105-41-121	Williams Gary E	VEIN OF GOLD UNIT 7 LOT 121	\$565.98

105-41-127 Sullins Clara R	VEIN OF GOLD UNIT 7 LOT 127	\$453.60
105-41-128 Sullins Clara R	VEIN OF GOLD UNIT 7 LOT 128	\$453.60
105-41-158 Williams Paul	VEIN OF GOLD UNIT 7 LOT 158	\$565.98
105-42-015 Www.Contractor LLC	VEIN OF GOLD #8 LOT 15	\$526.92
105-45-101 Rosen Richard & Caroline Cprs	VEIN OF GOLD #XI LOT 101	\$434.84
105-51-079 Sturgeon Elvis A & Susan L (Jt)	SUN VALLEY HIGHLANDS LOT 139	\$485.90
105-52-293 Holifield Clyde E	ARIZ RANCHO #69 LOT 69	\$423.07
105-53-133 Holcombe Luther & Patricia	ARIZ RANCHO #72 LOT 21	\$464.48
105-54-045 First Interstate Bank Trustee For: WHITE WILBUR H & EVELYN B TRUST	ARIZ RANCHO #75 LOT 45	\$464.48
105-54-204 Oaksford Daniel B	ARIZONA RANCHO #76 LOT 92	\$464.48
105-54-205 Oaksford Daniel B	ARIZONA RANCHO #76 LOT 93	\$464.48
105-54-267 Bowler Dora	ARIZ RANCHO #77 LOT 43	\$520.28
105-54-389 Lynch John K & Mary J Tt	ARIZ RANCHO #78 LOT 53	\$345.38
105-55-342 Irle Gordon K & Janice K	ARIZ RANCHO #82 LOT 6	\$464.48
105-55-343 Irle Gordon K & Janice K	ARIZ RANCHO #82 LOT 7	\$464.48
105-56-169 Zia Samuel (Estate) & Sultey B	RANCHO #84 LOT 057	\$520.28
105-56-420 Brendisi Domonic N & Anne	RANCHO #86 LOT 084	\$520.28
105-58-090 Pinheiro Jeff & Kerri	RANCHO #91 LOT 90	\$464.48
105-58-112 Williams Gary Emmit	RANCHO #91 LOT 112	\$520.28
105-58-373 Demalia Roberta	RANCHO 94 LOT 37	\$464.48
105-59-133 Modern Finance Co DIAL HENRY O & MARY E (JT)	ARIZONA RANCHO #96 LOT 21	\$464.48
105-59-230 Westbrook Dennis & Michelle	RANCHO #97 LOT 6	\$402.82
105-59-350 Thomsen Marc A	RANCHO #98 W2 LOT 14	\$464.48
105-60-144 Houlihan Gregory M 1/2 Int Trust	RANCHO #100 LOT 32	\$464.48
105-60-171 Zaba Walter F & Lorraine M	RANCHO #100 LOT 59	\$464.48
105-61-095 Idris Farouk	RANCHO 103 LOT 95	\$464.48
105-61-290 Wirth Leo J Dds & Anna O	RANCHO 105 LOT 66	\$464.48
105-61-291 Wirth Leo J Dds & Anna O	RANCHO 105 LOT 67	\$464.48
105-61-436 Vigiano Nicholas F Jr & Debra S (Jt)	RANCHO #106 LOT 100	\$464.48
105-61-444 Wilcoxson Finis & Dorothy	RANCHO #106 LOT 108	\$464.48
105-62-146 Butler Kenneth L And Willeen A	RANCHO #108 LOT 034	\$464.48
105-62-155 Ivey Andrea Z Trustee 50%	RANCHO #108 LOT 043	\$520.28
105-62-365 MJHC Enterprises LLC	RANCHO #110 LOT 29	\$520.28
105-62-380 Mcdermott William E Estate	RANCHO 110 LOT 44	\$464.48
105-62-420 Freemire George	RANCHO 110 LOT 84	\$520.28
105-63-012 Sobotka Herman P & Madelin	RANCHO #111 LOT 12	\$464.48
105-63-013 Sobotka Herman P & Madelin	RANCHO #111 LOT 13	\$464.48
105-63-014 Sobotka Herman P & Madelin	RANCHO #111 LOT 14	\$520.28
105-63-212 Hobensack George & Kathleen	RANCHO #112 LOT 100	\$464.48
105-63-253 Blair, Margaret L & Paul E Jr (JT)	RANCHO #113 LOT 029	\$520.28
105-63-254 Blair, Margaret L & Paul E Jr (JT)	RANCHO #113 LOT 030	\$464.48
105-63-255 Blair, Margaret L & Paul E Jr (JT)	RANCHO #113 LOT 031	\$464.48
105-63-278 Blair, Margaret L & Paul E Jr (JT)	RANCHO #113 LOT 054	\$464.48
105-63-279 Blair, Margaret L & Paul E Jr (JT)	RANCHO #113 LOT 055	\$464.48
105-63-280 Blair, Margaret L & Paul E Jr (JT)	RANCHO #113 LOT 056	\$520.28
105-63-314 Yoon Young Soo	RANCHO #113 LOT 090	\$464.48
105-64-150 Young Gary	RANCHO #116 LOT 38	\$464.48
105-64-163 Yoon Young Soo	RANCHO #116 LOT 51	\$464.48
105-64-445 Jackson Rebecca I	RANCHO #118 LOT 109	\$464.48
105-65-314 Idehen Tia E	RANCHO #121 LOT 90	\$380.81
105-65-399 Jeffries (Sherman) Sheila & Johannah	RANCHO #122 LOT 63	\$464.48
105-66-240 Wallace Heather L	ARIZONA RANCHO #125 LOT 16	\$406.50
105-66-386 Mohammed Khader	RANCHO #126 LOT 50	\$367.74
105-66-393 Stafford June E 1/2	RANCHO #126 LOT 57	\$476.14
105-66-400 Cruz Julio C	RANCHO #126 LOT 64	\$447.84
105-87-016B Soto Miguel Jr	SECTION 13,T19N,R22E:SE4 TRACT 96, PAINTED DESERT RANCHES. OUT OF 105-87-016 FOR2002ROLL	\$767.44
111-15-022C Macko Michelle	SECTION 27,T15N,R16E:E 160' OF N2 N2 E2 SE4 NE4 OUT OF 111-15-022A	\$504.44
111-16-016L Vigil Janelle	SECTION 31,T15N,R16E: W2 SW4 NE4 NE4. OUT OF 111-16-016J FOR2002ROLL	\$786.68
111-16-016Q Rodriguez Johny	SECTION 31,T15N,R16E:E2 SW4 NE4 NE4. OUT OF 111-16-016J FOR2002ROLL	\$480.14
201-41-047 Young Revocable Trust The	SECTION 11, T14N, R16E:N2 S2 NW4 SE4 SE4	\$642.96
309-27-015A Eighty-Five Fifteen Llc	SECTION 11,T10N,R21E: NW4 NW4 SW4 SW4.....LESS HWY R/W LESS ANYTHING LYING EAST OF EAST HWY R/W OUT OF 209-27-015 FOR2008ROLL	\$832.08
403-07-023 United Faith Bible Church	RANCH OF THE GOLDEN HORSE # 3 LOT 23	\$565.50

403-07-135 Scoggins Herman E & Darlene M Jt	RANCH OF THE GOLDEN HORSE # 3 LOT 135	\$565.50
403-07-458 Bekolay Charlotte	RANCH OF THE GOLDEN HORSE #3 LOT 458	\$565.50
403-08-147 Vetter Edward P & Muriel	LOT 147RANCH GOLDEN HORSE #4	\$476.72
403-09-265 Perez Carlos H	RANCH OF THE GOLDEN HORSE #4 LOT 777	\$476.72
403-09-292 Perez Carlos H	RANCH OF THE GOLDEN HORSE #4 LOT 804	\$476.72
404-46-021B Walker Kenneth A 1/2 &	SECTION 11,T11N,R23E:E2 N2 SW4 SW4 NE4	\$578.58
404-46-021C Walker Kenneth A 1/2 &	SECTION 11,T11N,R23E:W2 N2 SW4 SW4 NE4	\$578.58



**Board of Supervisors Regular**

**1. s.**

**Meeting Date:** 10/22/2024

**Title:** Surplus and Seized Vehicle and Equipment Auction

**Submitted By:** Preston Root, Senior Administrative Specialist

**Department:** Board of Supervisors

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**Motion before the Board:**

Acceptance of the surplus and seized vehicle and equipment list and authorization to publish the notice of the same scheduling the Public Surplus online auction for surplus and seized vehicles and equipment on November 11, 2024, through November 18, 2024

**Background:**

Surplus vehicles and equipment have exceeded their useful life and are ready for auction. The County Attorney's Office has seized vehicles that are ready for auction.

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**Attachments**

Auction List

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**Form Review**

**Inbox**

Clerk of the Board

Form Started By: Preston Root

Final Approval Date: 10/14/2024

**Reviewed By**

Melissa Buckley

**Date**

10/14/2024 08:44 AM

Started On: 10/11/2024 11:00 AM

Year	Make	Model	Color	Vin #
1969	Essex	Light Plant A265	Yellow	CSR2Z02926
1970	Chrysler	MLT6CH Truck Forklift	Camo	CC1573
1990	Stewart & Stevenson	SKW CTMGSA Diesel Generator	White	5-900247
1993	Polaris	Snowmobile Model #0933133	Black	2042181
1998	Chevrolet	Silverado CrewCab 4x4 2500HD	White	1GCGK29R6WE187360
1998	Chevrolet	Silverado Single Cab 4x4 2500	White	1GCGK24R7WE202262
2002	Chevrolet	Silverado CrewCab 4x4 2500HD	White	1GCHK23U42F233919
2003	Chevrolet	Silverado Ext Cab 4x4	White	1GCHK29U83E266615
2003	Hyundai	Sonata	White	KMHWF35H43A770611
2004	Dodge	Sprinter Van	White	WD2PD744745626094
2005	Chevrolet	Silverado Crew Cab 4x4	Silver	1GCHK23U45F924159
2006	Chevrolet	Silverado Single Cab 4x4 1500	White	3GCEK14X06G205674
2006	Chevrolet	Silverado Ext Cab 4x4	White	1GCEK19V66E154213
2006	Chevrolet	Trailblazer	Silver	1GNDT13S562185162
2007	Chevrolet	Silverado CrewCab 4x4 2500HD	White	1GCHK23K07F535780
2007	Chevrolet	Tahoe 4x4	Silver	1GNFK13087R365934
2008	Chevrolet	Tahoe 4x4	Silver	1GNFK13048R235408
2008	Chevrolet	Tahoe 4x4	Silver	1GNKF13078R233698
2008	Honda	Accord	Black	1HGCP36858A046261
2010	Chevrolet	Tahoe 4x4	Silver	1GNUKAE00AR153718
2014	Chevrolet	Silverado CrewCab 4x4 1500	White	3GCUKREH8EG168633
2015	Kenworth	T680 Semi-Tractor	White	1XKYD49X9F1428624



**Board of Supervisors Regular**

**1. t.**

**Meeting Date:** 10/22/2024

**Title:** Reissuance of Stale Dated Check

**Submitted For:** Kari Lopez, Treasurer

**Submitted By:** Olivia Todd, Chief Deputy Treasurer

**Department:** Treasurer

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**Motion before the Board:**

Reissuance of Stale Dated Checks

**Background:**

Treasurer's checks were issued as refunds for overpaid property taxes or for investor payments. The checks were voided because they had been outstanding for a year or more. The payees were contacted and are requesting replacement checks. All have completed the required Affidavit For Issuance of Duplicate Warrant form. Upon approval, a new check will be issued to the individual(s) pursuant to A.R.S. §11-632.

Issued Date	Check Number	Amount	Name on Check
07/27/2023	1300038174	100.00	Adams Wendi P

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**Attachments**

Affidavit\_1300038174

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**Form Review**

**Inbox**

Treasurer

Form Started By: Olivia Todd

Final Approval Date: 10/11/2024

**Reviewed By**

Kari Lopez

**Date**

10/11/2024 09:27 AM

Started On: 10/10/2024 03:15 PM

**AFFIDAVIT**

**FOR ISSUANCE OF DUPLICATE WARRANT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The undersigned, being first duly sworn, deposes and states:

1. I make this affidavit pursuant to A.R.S. §11-632.
2. I am the Payee (or authorized representative of the Payee) of the following lost or destroyed warrant drawn on the Navajo County Treasurer by the Navajo County Board of Supervisors.

Lost or destroyed Warrant # 1300038174 Amount \$ 100.00 Dated 7/27/2023

Payee Wendi Adams

P.O. # \_\_\_\_\_ Req # \_\_\_\_\_ Fund # \_\_\_\_\_ Voucher # \_\_\_\_\_

3. The above warrant was either lost or destroyed prior to payment. After diligent search, it has not been located. There is no reasonable probability of it being found or presented. If it is located at any time, it will be immediately returned to the Navajo County Finance Office.
4. The Payee is entitled to a duplicate warrant in accordance with A.R.S. §11-632. If a duplicate warrant is issued, the Payee promises and agrees to hold Navajo County harmless and to reimburse Navajo County for any loss if the original warrant is ever presented and honored for payment.

Dated 9/17/24

**SIGNATURE OF AFFIANT**

Wendi Adams

**PRINT NAME**

WENDI ADAMS

**TITLE (IF REPRESENTING A COMPANY PAYEE)**

**ADDRESS**

5802 Hopi Ln., Pinetop AZ 85935

SUBSCRIBED AND SWORN to before me on September 17<sup>th</sup> 2024 by Wendi Adams



Jessica Lee Escobar  
NOTARY PUBLIC

My commission expires: 7/10/2026



**Board of Supervisors Regular**

**1. u.**

**Meeting Date:** 10/22/2024

**Title:** REP PC Appointment

**Submitted By:** Rayleen Richards, Elections Director

**Department:** Elections

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**Motion before the Board:**

Appointment of Carey Wagoner, James Anthony Massaro, Michael Douglas Hall, Fernanda James and Patricia Anne Bocchio as Republican Precinct Committee members for their respective precincts

**Background:**

Appointment valid through Oct. 1, 2026.

16-821. County committee; vacancy in office of precinct committeeman

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

16-822. Precinct committeemen; eligibility; vacancy; duties; term

A. Any member of a recognized political party who is a registered voter in the precinct is eligible to seek the office of precinct committeeman of that party in that precinct.

F. The term of office of a precinct committeeman is two years and begins on October 1 after the primary election at which the precinct committeeman was a candidate and continues until October 1 after the following primary election at which a precinct committeeman is elected.

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**Form Review**

**Inbox**

Jason Moore

Elections Director

Form Started By: Rayleen Richards

Final Approval Date: 10/14/2024

**Reviewed By**

Jason Moore

Rayleen Richards

**Date**

10/14/2024 10:33 AM

10/14/2024 10:41 AM

Started On: 10/11/2024 09:47 AM



**Board of Supervisors Regular**

1. v.

**Meeting Date:** 10/22/2024

**Title:** Change Order to the Contract for the Design and Installation on Airport Loop Road

**Submitted By:** Christine Dunlap, Executive Secretary

**Department:** Board of Supervisors

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**Motion before the Board:**

Contracts signed by the County Manager pursuant to Board of Supervisors Resolution: Change Order for Professional Services between Navajo County and EX2 Technology, LLC to provide Design and the installation of two laterals on Airport Loop Road

**Background:**

Contractor will design and install two (2) laterals on Airport Loop Road via 'directional bore' within ROW, at a depth of not less than 36 inches for conduit placement unless otherwise required by permit or agreed in writing by Contractor and County. Minimum slack coils of 50 feet will be placed in all handholes. Contractor will be responsible for ordering, delivering, accepting and securely storing all materials required for the install. Refer to Attachment 1 for Construction Site Map. If rock is encountered, Contractor will consult with the County in accordance with the Contract.

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**Attachments**

Change Order to Contract

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**Form Review**

**Inbox**

Brandt Clark

Form Started By: Christine Dunlap

Final Approval Date: 09/23/2024

**Reviewed By**

Brandt Clark

**Date**

09/20/2024 11:20 AM

Started On: 09/20/2024 09:29 AM

CHANGE ORDER			
<b>Change Order/Request No.:</b>	006	<b>Date of Issuance:</b>	September 17, 2024
<b>Contractor:</b>	EX2 Technology, LLC	<b>Date of Agreement:</b>	March 1, 2023
<b>Contract For:</b>	The Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure		

This Change Order ("CO") to the Contract is made by and between EX2 Technology, LLC ("Contractor") and Navajo County, Arizona ("County").

This CO will have, in detail, revisions to the Contract whether in changing, adding or removing items and/or language from the contract.

Except as amended herein, all other terms and conditions shall remain in full force and effect.

1. Schedule 2.1, Scope of Work

Contractor will design and install two (2) laterals on Airport Loop Road via 'directional bore' within ROW, at a depth of not less than 36 inches for conduit placement unless otherwise required by permit or agreed in writing by Contractor and County. Minimum slack coils of 50 feet will be placed in all handholes. Contractor will be responsible for ordering, delivering, accepting and securely storing all materials required for the install. Refer to Attachment 1 for Construction Site Map. If rock is encountered, Contractor will consult with the County in accordance with the Contract.

2. Schedule 3.1, System Price

**Labor**

Milestone	Qty	Unit	Unit Rate	Value
Construction, Lateral – Conduit Installed	3718	Per Foot	\$15.67	\$58,261.06
Construction, Lateral – Handhole Installed	2	Each	\$782.29	\$1,564.58
Construction, Lateral – Fiber Installed	7000	Per Foot	\$1.99	\$13,930.00
*Subsurface Obstruction and Rock Adder Allowance	TBD	Per Foot	\$40.59	TBD-
<b>Total</b>				<b>\$73,755.64</b>

\*The unit rate provided above for Subsurface Obstruction and Rock Adder Allowance will be invoiced based on actual quantities.

**Materials**

Description	Qty	Unit	Unit Rate	Value
Orange 1 ¼ HDPE, one reel (2800' of duct was installed on previous job to accommodate construction cost.)	8000	Per Foot	\$0.65	\$5,200.00
24x24x36 HDPE Handhole	2	Each	\$1,010.74	\$2,021.48
Warning Markers	3	Each	\$34.76	\$104.28
24 ct single mode loose tube fiber	7000	Per Foot	\$0.54	\$3,780.00
1.25 in. simplex wedge seal blank duct plug	5	Each	\$9.12	\$45.60
1.25 in. comfit coupler	10	Each	\$5.32	\$53.20
<b>Total</b>				<b>\$11,204.56</b>

<b>Change Order Total</b>	<b>\$84,960.02</b>
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The labor unit rates are already in contract, in accordance with Schedule 3.1, REV1 (CO 005, 5/31/2024) System Price. Material unit rates are not in Contract. Both Labor and Materials will be invoiced based on actual quantities.

3. Schedule 5.2, Progress Schedule

The schedule for this change order will be mutually agreed upon between the County, Contractor, and Contractor's Subcontractor. It will be structured to align with the project's specific requirements and deadlines with the understanding that the work may be limited by the responsiveness of applicable municipalities in the target areas.

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IN WITNESS WHEREOF, the parties have caused this Change Order to be executed by their duly authorized representatives as of the day and year set forth below.

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**Contractor: EX2 Technology, LLC**

**County: Navajo County, Arizona**

By:   
\_\_\_\_\_  
Signer ID: MTHZQ111...  
(Signature)

By:   
\_\_\_\_\_  
(Signature)

Name: Jay Jorgensen  
\_\_\_\_\_

Name: Bryan Layton  
\_\_\_\_\_

Title: COO  
\_\_\_\_\_

Title: County Manager  
\_\_\_\_\_

Date: 09/17/2024 PDT  
\_\_\_\_\_

Date: 9-20-2024  
\_\_\_\_\_

Attachment 1  
Construction Site Map





**Board of Supervisors Regular**

**1. w.**

**Meeting Date:** 10/22/2024

**Title:** Sympathy Letters

**Submitted By:** Christine Dunlap, Executive Secretary

**Department:** Board of Supervisors

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**Motion before the Board:**

Sympathy Letters: Shelby Beeler (Public Works) and Cadence McCarty (NCSO)

**Background:**

Sympathy Letters

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**Form Review**

**Inbox**

Clerk of the Board

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 10/11/2024

**Reviewed By**

Christine Dunlap

Melissa Buckley

**Date**

10/02/2024 12:34 PM

10/11/2024 11:02 AM

Started On: 10/02/2024 12:32 PM



**Board of Supervisors Regular**

**1. x.**

**Meeting Date:** 10/22/2024

**Title:** National Native American Heritage Month 2024

**Submitted By:** Melissa Buckley, Clerk of the Board of Supervisors

**Department:** Board of Supervisors

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**Motion before the Board:**

Proclamation declaring November 2024 as "National Native American Heritage Month"

**Background:**

On August 3, 1990, President of the United States George H.W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as National Native American Heritage Month.

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**Attachments**

Native American Proclamation

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**Form Review**

Form Started By: Melissa Buckley

Started On: 10/16/2024 10:29 AM

Final Approval Date: 10/16/2024



*Navajo County*  
**Proclamation**

**NOVEMBER 2024**  
**“NATIONAL NATIVE AMERICAN HERITAGE MONTH”**

**WHEREAS**, During National Native American Heritage Month, we recognize the invaluable contributions of all Native American Tribes that have profoundly shaped our country’s character and cultural heritage; and

**WHEREAS**, the theme for Native American Heritage Month this year is Bridging Histories, Shaping Our Future; which embodies the spirit of our collective journey one rooted in resilience and hope; and

**WHEREAS**, the month of November is a time to celebrate the rich and diverse cultures, to raise awareness about our rich traditions and shared history, and to acknowledge the important contributions of our Native Heritage; and

**WHEREAS**, the history and culture of Navajo County has been significantly influenced by Native Americans, and by its many surrounding Native American tribes whose customs and traditions are respected and celebrated as part of a rich legacy throughout our area; and

**WHEREAS**, Navajo County was built upon Native American lands and our county has greatly benefited since its founding from Native American contributions; and

**WHEREAS**, we honor all tribes across the nation, including our regions Hopi Nation, Navajo Nation and White Mountain Apache Tribe; and

**WHEREAS**, in celebration of National Native American Heritage Month, Navajo County wishes to encourage everyone to join in recognition of the accomplishments and contributions the Native American community has made to our society and salute all the local organizations who work with and in support of the Native American community.

**NOW, THEREFORE**, the Navajo County Board of Supervisors, do hereby proclaim November 2024 as **“NATIONAL NATIVE AMERICAN HERITAGE MONTH.”**

Dated this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Jason E. Whiting, Chairman

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



**Board of Supervisors Regular**

**2. a.**

**Meeting Date:** 10/22/2024

**Title:** Care Committee

**Submitted For:** Lea Petersen, Deputy Commander

**Submitted By:** Lea Petersen, Deputy Commander

**Department:** Sheriff

**Presented By:** Lea Petersen

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**Subject:**

Presentation: Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of October: **Inna Yakhontova**, Human Resources; **Karn Harris**, Public Defender; **Russ McCray**, Public Works; and **Marcus Sandoval**, Facilities.

**Background:**

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**Form Review**

**Inbox**

Kimberly Willis  
Clerk of the Board  
Form Started By: Lea Petersen  
Final Approval Date: 10/14/2024

**Reviewed By**

Kimberly Willis  
Melissa Buckley

**Date**

10/09/2024 03:52 PM  
10/14/2024 08:44 AM  
Started On: 10/04/2024 02:00 PM



**Board of Supervisors Regular**

**2. b.**

**Meeting Date:** 10/22/2024

**Title:** Presentation to Timothy Toney on his Retirement from Navajo County after 23+ Years of Service

**Submitted By:** Eric Scott, HR Director

**Department:** Administrative Services

**Presented By:** Eric Scott and Ernie Garcia

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**Subject:**

Presentation to Timothy Toney on his Retirement from Navajo County after 23+ Years of Service

**Background:**

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**Form Review**

**Inbox**

Clerk of the Board

Form Started By: Eric Scott

Final Approval Date: 10/14/2024

**Reviewed By**

Melissa Buckley

**Date**

10/14/2024 08:44 AM

Started On: 10/11/2024 10:56 AM



**Board of Supervisors Regular**

**3. a.**

**Meeting Date:** 10/22/2024

**Title:** Resolution deannex Territory from the City of Show Low and annex same territory to the Town of Pinetop/Lakeside

**Submitted By:** Melissa Buckley, Clerk of the Board of Supervisors

**Department:** Board of Supervisors

**Presented By:** Jason Moore

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**Motion before the Board:**

**PUBLIC HEARING:** Consideration and adoption of **Resolution Number 40-2024**, deannexing territory from the City of Show Low and annexing the same territory to the Town of Pinetop-Lakeside.

**Background:**

Pursuant to A.R.S. § 9-471.02, The City of Show Low passed and adopted Ordinance No. 2024-07 declaring the de-annexation of the territory. The Town of Pinetop-Lakeside passed and adopted Ordinance No. 24-476 annexing the same territory.

Notice of hearing has been sent to both the Town of Pinetop-Lakeside and the City of Show Low.

Requirements of A.R.S. §9-471.02, have been satisfied.

[9-471.02. Deannexation of land from one municipality and annexation to another municipality; deannexation of right-of-way from a municipality to a county](#)

D. The ordinance passed by each governing body shall be filed with the county board of supervisors which shall set a hearing date of not less than thirty nor more than sixty days from the date of the filing of the ordinances and shall notify the governing body of each city or town of the hearing date at least thirty days prior to the date.

F. On determining that the requirements of this section have been satisfied, on the holding of the public hearing and on the determination that the protests filed are insufficient as defined by this section, the county board of supervisors shall order that the territory be deannexed from one city or town and that the same territory be annexed to another city or town as specified in the two ordinances authorized by this section.

J. A copy of the order of the county board of supervisors ordering the deannexation and annexation of any land described in any city or town, certified by the clerk of the board, shall be filed for record in the recorder's office of the county in which the land is situated. The record, or a copy of the order or decree, certified by the clerk of the board, shall be proof of the deannexation and annexation of the land.

**Recommendation:**

Adopt Resolution.

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**Attachments**

Ntc of Public Hearing Pinetop

Pinetop-Lakeside Ordinance  
Ntc of Public Hearing Show Low  
Show Low Ordinance  
BOS Resolution

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Jason Moore	06/09/2023 10:41 AM
Jason Moore	Jason Moore	04/19/2024 10:34 AM
Form Started By: Melissa Buckley		Started On: 06/08/2023 11:16 AM
Final Approval Date: 10/02/2024		



# NAVAJO COUNTY

## Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

*"We are Navajo County"*

September 24, 2024

Pinetop-Lakeside Town Council  
Attn: Kristi Salskov, Town Clerk  
325 W. White Mountain Blvd.  
Lakeside, Arizona 85929

Re: Hearing Notice – Show Low Lake Property - Annexation/Deannexation between Town of Pinetop-Lakeside and City of Show Low

Town Council Members,

Please be advised that the Navajo County Board of Supervisors has scheduled a public hearing on the Annexation/Deannexation between the Town of Pinetop-Lakeside and the City of Show Low for **Tuesday, October 22, 2024 at 9:00 a.m.** at the Navajo County Governmental Complex (Board of Supervisors Chambers), 100 East Code Talkers Drive, in Holbrook.

If you have any questions, please do not hesitate to reach out to me.

Thank you,

*Melissa W. Buckley*

Melissa W. Buckley, Clerk of the Board of Supervisors

Cc: City of Show Low

**TOWN OF PINETOP-LAKESIDE**

**ORDINANCE NO. 24-476**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF PINETOP-LAKESIDE, NAVAJO COUNTY, STATE OF ARIZONA, BY ANNEXING THERETO CERTAIN TERRITORY CONSISTING OF APPROXIMATELY  $\pm$  70.16 ACRES, CONTIGUOUS TO THE EXISTING TOWN OF PINETOP-LAKESIDE LIMITS FROM THE CITY OF SHOWLOW, CONTINGENT UPON THE DEANNEXATION OF SAID TERRITORY BY THE CITY OF SHOW LOW, AND APPROVAL BY THE NAVAJO COUNTY BOARD OF SUPERVISORS, PURSUANT TO THE PROVISIONS OF A.R.S. §9-471.02.**

**WHEREAS**, A.R.S. §9-471.02 provides a method for the deannexation of land from one municipality and the annexation to another municipality; and

**WHEREAS**, it is the desire of the Town of Pinetop-Lakeside to annex into the Town a certain territory now within the corporate limits of the City of Show Low (EXHIBIT A); and

**WHEREAS**, the territory proposed to be annexed into the Town of Pinetop-Lakeside is contiguous to the corporate limits of the Town of Pinetop-Lakeside; and

**WHEREAS**, the City of Show Low approved the deannexation of the territory to be annexed by the Town of Pinetop-Lakeside by Ordinance No. 2024-07 on July 16, 2024; and

**WHEREAS**, the Town of Pinetop-Lakeside consents and approves of the proposed transfer upon approval by the Navajo County Board of Supervisors pursuant to the provisions of A.R.S. §9-471.02.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, as follows:

**Section 1:** That the territory legally described and depicted in the accurate map, as set forth in (EXHIBIT A) and attached hereto, which is adjacent to the corporate limits of the Town of Pinetop-Lakeside, is hereby annexed into the corporate limits of the Town of Pinetop-Lakeside. This territory was successfully deannexed by the City Council of the City of Show Low, Arizona, on July 16, 2024, by Ordinance No. 2024-07, and is contingent upon approval by the Navajo County Board of Supervisors and fulfillment of the provisions and requirements set forth in A.R.S. §9-471.02.

**Section 2:** A copy of this Ordinance, together with an accurate map of the territory annexed by the Town of Pinetop-Lakeside and certified by the Mayor of the Town of Pinetop-Lakeside,

shall be sent to the Clerk for filing with the Navajo County Board of Supervisors.

**Section 3:** A copy of this Ordinance, together with an accurate map of the territory annexed by the Town of Pinetop-Lakeside and certified by the Mayor of the Town of Pinetop-Lakeside, together with documentation of approval by the Navajo Country Board of Supervisors shall be filed and recorded in the Office of the County Recorder of Navajo County, Arizona.

**Section 4:** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

**Section 5:** If any section, subsection, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 19<sup>th</sup> day of September 2024.



TOWN OF PINETOP-LAKESIDE

*Stephanie Irwin*

Stephanie Irwin  
Mayor

ATTEST:

*Mackenzie Valchnac*

Mackenzie Valchnac  
Deputy Clerk

APPROVED AS TO FORM:

*William J. Sims*

William J. Sims, III  
Town Attorney

**EXHIBIT "A"**

**Legal Description and Map of 70.16 ± Acres**

**LEGAL DESCRIPTION**  
**±70.16 ACRES**

A portion of Sections 2 and 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:

**PARCEL I:**

All that portion of the West-half of the Southwest-quarter of the Southwest-quarter of said Section 2.

Containing 20 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

**PARCEL II:**

All that portion of U.S.F.S. Lot 12, as shown on survey Recording Fee #2010-04390, Records of Navajo County, being the Southeast-quarter of the Southeast-quarter of said Section 3, more particularly described as follows:

**BEGINNING** at the East 1/16 corner of said Section 3, said corner also being the Southwest corner of said Lot 12;

Thence South 89°38'39" East, along the South line of said Lot 12, a distance of 1333.20 feet to the Southeast corner of said Section 3;

Thence North 02°15'44" West, along the East line of said Section 3, a distance of 1396.40 feet to the South 1/16 corner;

Thence South 89°33'17" West, along the North line of said Lot 12, a distance of 1332.02 feet to the Southeast 1/16 corner;

Thence South 02°14'36" East, along the West line of said Lot 12, a distance of 1377.73 feet to **THE POINT OF BEGINNING**;

Containing 42.40 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

**PARCEL III**

All that portion of the Southwest-quarter of the Southeast-quarter of Section 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, lying East of Penrod Road, more particularly described as follows:

**COMMENCING** at the South 1/4 corner of said section, said corner also being the Southwest corner of Lot 11, as shown in survey recorded in Fee#2010-4390, Records of Navajo County;

Thence South 89°38'21" East, along the South line of said Lot 11, a distance of 1333.24 feet to the E1/16 corner of said section;

Thence North 02°14'36" West, along the East line of said Lot 11, a distance of 138.31 feet to a point lying on the West right-of-way of Penrod Road;

Thence continuing North 02°14'36" West, along said East line, a distance of 169.16 feet to a point lying on the East right-of-way of Penrod Road, and **THE POINT OF BEGINNING**;

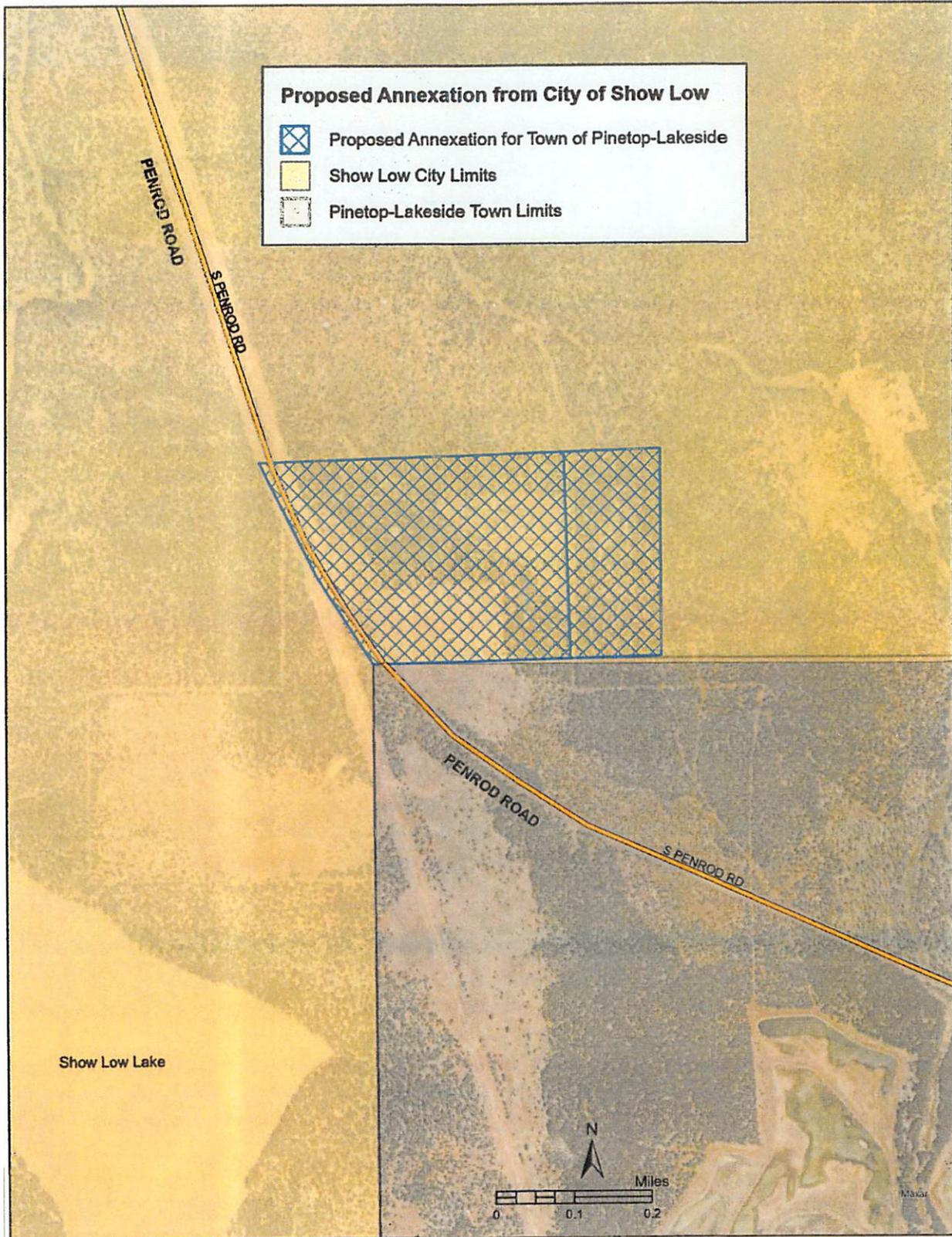
Thence continuing North 02°14'36" West, along said East line, a distance of 1070.26 feet to the Northeast corner of said Lot 11;

Thence South 89°33'17" West, along the North line of said Lot 11, a distance of 567.64 feet to a point lying on said East right-of-way of Penrod Road, said point also lying on a non-tangent curve to the left, having a radius of 4500.29 feet;

Thence 1230.94 feet, along said curve to the left, having a central angle of 15°40'18", and a chord bearing South 29°46'57" East, 1227.11 feet to **THE TRUE POINT OF BEGINNING**;

Containing 7.76 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.



**Proposed Annexation from City of Show Low**

-  Proposed Annexation for Town of Pinetop-Lakeside
-  Show Low City Limits
-  Pinetop-Lakeside Town Limits

Show Low Lake



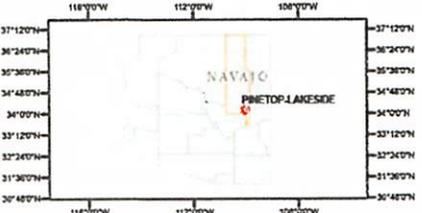
**Disclaimer:**  
While every effort has been made to ensure the accuracy of this information, the Town of Pinetop-Lakeside makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

**Sources:**  
Navajo County Roads GIS Data;  
State of Arizona Government Units GIS Data.

**Date of Map Production:**  
8/16/2024



**TOWN OF PINETOP-LAKESIDE**  
325 W. White Mountain Blvd  
Lakeside, AZ 85929  
(928) 368-8666  
www.pinetoplakesideaz.gov





# NAVAJO COUNTY

## Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

*"We are Navajo County"*

September 24, 2024

Show Low City Council  
Attn: Rachael Hall, City Clerk  
180 N. 9th Street  
Show Low, AZ 85901

Re: Hearing Notice - Show Low Lake Property - Annexation/Deannexation between Town of Pinetop-Lakeside and City of Show Low

City Council Members,

Please be advised that the Navajo County Board of Supervisors has scheduled a public hearing on the Annexation/Deannexation between the Town of Pinetop-Lakeside and the City of Show Low for **Tuesday, October 22, 2024 at 9:00 a.m.** at the Navajo County Governmental Complex (Board of Supervisors Chambers), 100 East Code Talkers Drive, in Holbrook.

If you have any questions, please do not hesitate to reach out to me.

Thank you,

*Melissa W. Buckley*

Melissa W. Buckley, Clerk of the Board of Supervisors

Cc: Town of Pinetop-Lakeside

**CITY OF SHOW LOW ORDINANCE NO. 2024-07**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF SHOW LOW, NAVAJO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY DEANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN OF PINETOP-LAKESIDE LIMITS CONTINGENT UPON ANNEXATION OF SAID TERRITORY BY THE TOWN OF PINETOP-LAKESIDE AND APPROVAL BY THE NAVAJO COUNTY BOARD OF SUPERVISORS, PURSUANT TO THE PROVISIONS OF A.R.S. §9-471.02**

**WHEREAS**, A.R.S. §9-471.02 provides a method for deannexation of land from one municipality and the annexation to another municipality; and

**WHEREAS**, the Town of Pinetop-Lakeside has requested that the City of Show Low deannex and sever territory from its corporate limits and has notified the City of Show Low of its desire to adopt an ordinance to annex the territory; and

**WHEREAS**, it is the desire of the City of Show Low to deannex territory now within the corporate limits of the City of Show Low contiguous to the Town of Pinetop-Lakeside pursuant to A.R.S. §9-471.02; and

**WHEREAS**, the territory proposed to be annexed into the Town of Pinetop-Lakeside is contiguous to the corporate limits of the Town of Pinetop-Lakeside; and

**WHEREAS**, Ordinance 2024-04, adopted on April 16, 2024, did not include all three parcels intended to be deannexed.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Show Low, Navajo County, Arizona, as follows:

**Section 1**

Pursuant to the provisions of A.R.S. §9-471.02 and contingent upon the approval of the Navajo County Board of Supervisors, the territory legally described and depicted in accurate maps attached hereto as Exhibit A in this Ordinance is deannexed from the City of Show Low contingent upon its being annexed by the Town of Pinetop-Lakeside and fulfillment of the provisions and requirements set forth in A.R.S. §9-471.02.

**Section 2**

A copy of this Ordinance, together with an accurate map of the territory deannexed by the City of Show Low, certified by the Mayor of the City of Show Low, shall be sent to the Clerk of the Navajo County Board of Supervisors.

**Section 3**

The City of Show Low staff is hereby authorized and directed to notify the owners of any real property in the territory to be deannexed pursuant to the provisions and requirements set forth in A.R.S. §9-471.02.

**Section 4**

A copy of this Ordinance, together with an accurate map of the territory deannexed by the City of Show Low, certified by the Mayor of the City of Show Low, together with documentation of approval by the Navajo County Board of Supervisors shall be filed and recorded in the Office of the County Recorder of Navajo County, Arizona.

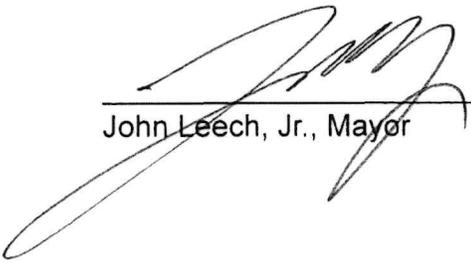
**Section 5**

All ordinances, including Ordinance No. 2024-04, and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

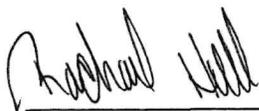
**Section 6**

If any section, subsection, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

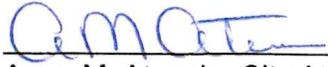
**PASSED AND ADOPTED** by the Mayor and Council of the City of Show Low, Arizona, this 16th day of July, 2024.

  
\_\_\_\_\_  
John Leech, Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Rachael Hall, City Clerk

APPROVED AS TO FORM:

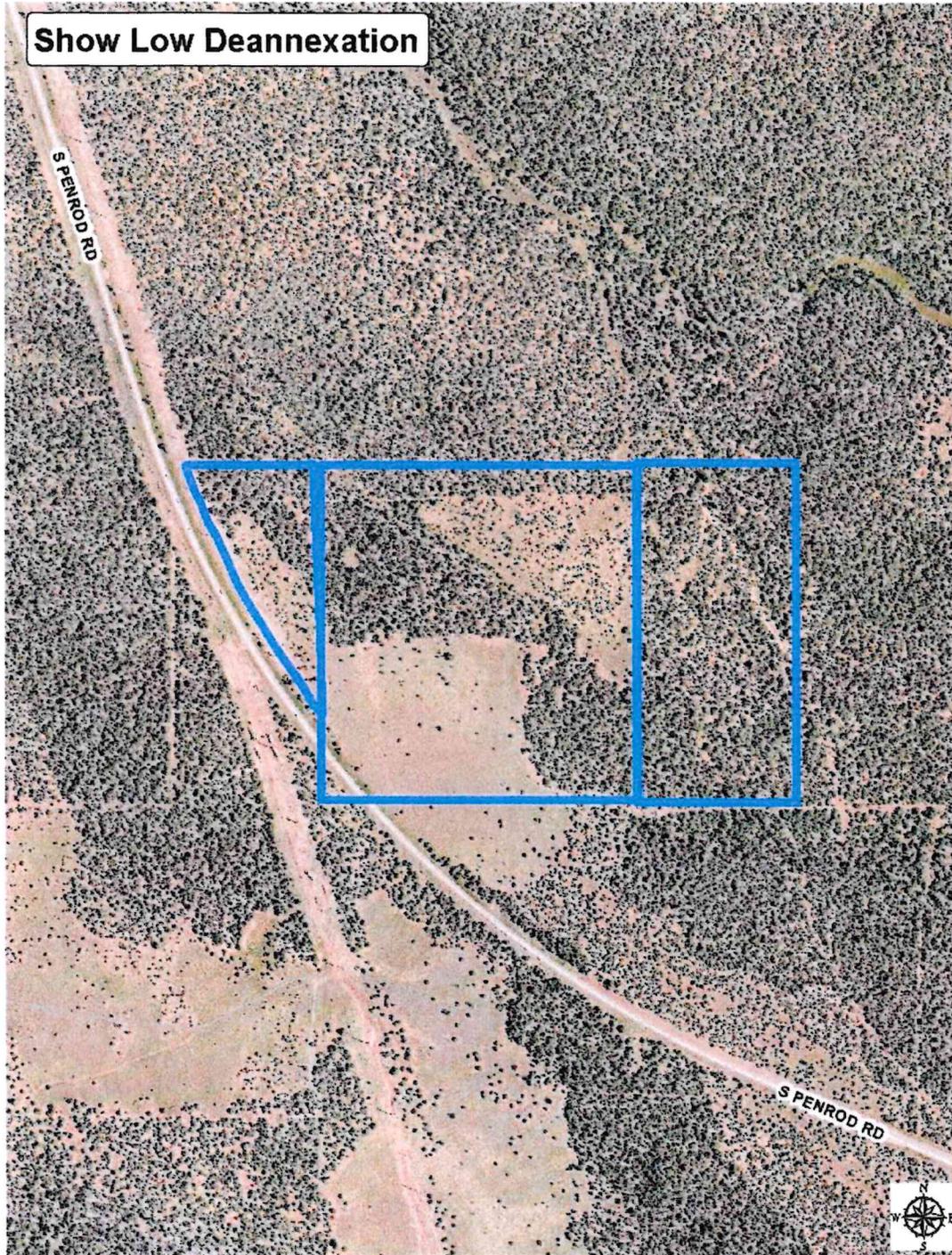


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Anna M. Atencio, City Attorney

Exhibit A

Map and Legal Description of Territory to be Deannexed



**LEGAL DESCRIPTION**  
**±70.16 ACRES**

A portion of Sections 2 and 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:

PARCEL I:

All that portion of the West-half of the Southwest-quarter of the Southwest-quarter of said Section 2.

Containing 20 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

PARCEL II:

All that portion of U.S.F.S. Lot 12, as shown on survey Recording Fee #2010-04390, Records of Navajo County, being the Southeast-quarter of the Southeast-quarter of said Section 3, more particularly described as follows:

**BEGINNING** at the East 1/16 corner of said Section 3, said corner also being the Southwest corner of said Lot 12;

Thence South 89°38'39" East, along the South line of said Lot 12, a distance of 1333.20 feet to the Southeast corner of said Section 3;

Thence North 02°15'44" West, along the East line of said Section 3, a distance of 1396.40 feet to the South 1/16 corner;

Thence South 89°33'17" West, along the North line of said Lot 12, a distance of 1332.02 feet to the Southeast 1/16 corner;

Thence South 02°14'36" East, along the West line of said Lot 12, a distance of 1377.73 feet to **THE POINT OF BEGINNING**;

Containing 42.40 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.

PARCEL III

All that portion of the Southwest-quarter of the Southeast-quarter of Section 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, lying East of Penrod Road, more particularly described as follows:

COMMENCING at the South 1/4 corner of said section, said corner also being the Southwest corner of Lot 11, as shown in survey recorded in Fee#2010-4390, Records of Navajo County;

Thence South 89°38'21" East, along the South line of said Lot 11, a distance of 1333.24 feet to the E1/16 corner of said section;

Thence North 02°14'36" West, along the East line of said Lot 11, a distance of 138.31 feet to a point lying on the West right-of-way of Penrod Road;

Thence continuing North  $02^{\circ}14'36''$  West, along said East line, a distance of 169.16 feet to a point lying on the East right-of-way of Penrod Road, and **THE POINT OF BEGINNING**;

Thence continuing North  $02^{\circ}14'36''$  West, along said East line, a distance of 1070.26 feet to the Northeast corner of said Lot 11;

Thence South  $89^{\circ}33'17''$  West, along the North line of said Lot 11, a distance of 567.64 feet to a point lying on said East right-of-way of Penrod Road, said point also lying on a non-tangent curve to the left, having a radius of 4500.29 feet;

Thence 1230.94 feet, along said curve to the left, having a central angle of  $15^{\circ}40'18''$ , and a chord bearing South  $29^{\circ}46'57''$  East, 1227.11 feet to **THE TRUE POINT OF BEGINNING**;

Containing 7.76 acres, more or less.

RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.



**RESOLUTION -2024**

**WHEREAS**, pursuant to A.R.S. § 9-471.02, the City of Show Low passed and adopted Ordinance No. 2024-07 declaring the deannexation of the territory described as follows:

**A portion of Sections 2 and 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:**

**PARCEL I:**

**All that portion of the West-half of the Southwest-quarter of the Southwest-quarter of said Section 2.**

**Containing 20 acres, more or less.**

**RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.**

**PARCEL II:**

**All that portion of U.S.F.S. Lot 12, as shown on survey Recording Fee #2010-04390, Records of Navajo County, being the Southeast-quarter of the Southeast-quarter of said Section 3, more particularly described as follows:**

**BEGINNING at the East 1/16 corner of said Section 3, said corner also being the Southwest corner of said Lot 12;**

**Thence South 89°38'39" East, along the South line of said Lot 12, a distance of 1333.20 feet to the Southeast corner of said Section 3;**

**Thence North 02°15'44" West, along the East line of said Section 3, a distance of 1396.40 feet to the South 1/16 corner;**

**Thence South 89°33'17" West, along the North line of said Lot 12, a distance of 1332.02 feet to the Southeast 1/16 corner;**

**Thence South 02°14'36" East, along the West line of said Lot 12, a distance of 1377.73 feet to THE POINT OF BEGINNING;**

**Containing 42.40 acres, more or less.**

**RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.**

**PARCEL III**

**All that portion of the Southwest-quarter of the Southeast-quarter of Section 3, Township 9 North, Range 22 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, lying East of Penrod Road, more particularly described as follows:**

**COMMENCING at the South 1/4 corner of said section, said corner also being the Southwest corner of Lot 11, as shown in survey recorded in Fee#2010-4390, Records of Navajo County;**

**Thence South 89°38'21" East, along the South line of said Lot 11, a distance of 1333.24 feet to the E1/16 corner of said section;**

**Thence North 02°14'36" West, along the East line of said Lot 11, a distance of 138.31 feet to a point lying on the West right-of-way of Penrod Road;**

**Thence continuing North 02°14'36" West, along said East line, a distance of 169.16 feet to a point lying on the East right-of-way of Penrod Road, and THE POINT OF BEGINNING;**

**Thence continuing North 02°14'36" West, along said East line, a distance of 1070.26 feet to the Northeast corner of said Lot 11;**

**Thence South 89°33'17" West, along the North line of said Lot 11, a distance of 567.64 feet to a point lying on said East right-of-way of Penrod Road, said point also lying on a non-tangent curve to the left, having a radius of 4500.29 feet;**

**Thence 1230.94 feet, along said curve to the left, having a central angle of 15°40'18", and a chord bearing South 29°46'57" East, 1227.11 feet to THE TRUE POINT OF BEGINNING;**

**Containing 7.76 acres, more or less.**

**RESERVING, SUBJECT TO, AND TOGETHER WITH all easements of record.**

**WHEREAS,** The Town of Pinetop-Lakeside passed and adopted Ordinance No. 24-476 annexing the same territory described above; and

**WHEREAS,** the aforesaid Ordinances were filed with the Navajo County Board of Supervisors; and

**WHEREAS,** after such notice as was appropriate and legally required, the Navajo County Board of Supervisors scheduled a hearing on the matter on Tuesday, October 22, 2024; and

**WHEREAS,** it was determined at such hearing that the requirements of Section 9-471.02, Arizona Revised Statutes, have been satisfied; and

**WHEREAS,** no protests were filed before the Board of Supervisors,

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the territory be deannexed from the City of Show Low and that the same territory be annexed to the Town of Pinetop-Lakeside; and

**BE IT FURTHER RESOLVED** that a copy of this order be filed with the Recorder's Office of Navajo County.

**DATED** this \_\_\_ day of \_\_\_, 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Jason Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Jason Moore, Deputy County Attorney



## Board of Supervisors Regular

3. b.

**Meeting Date:** 10/22/2024

**Title:** Resolution authorizing COB to administratively approve uniform video service licenses

**Submitted By:** Melissa Buckley, Clerk of the Board of Supervisors

**Department:** Board of Supervisors

**Presented By:** Jason Moore

---

### Motion before the Board:

Consideration and adoption of **Resolution Number 41-2024**, authorizing the Clerk of the Board to administratively approve uniform video service licenses pursuant to A.R.S. §11-1914.

### Background:

Pursuant to A.R.S. §11-1914(E)(2) the Board of Supervisors are prohibited from voting on or taking other official action regarding the application. See statute below.

#### 11-1914. [Uniform video service license; application; fees](#)

A. To obtain a uniform video service license, a person shall file with the clerk of the county an application and affidavit that are signed by one of the principal executive officers or general partners of the applicant and that comply with this section.

B. The application and affidavit shall be in the form required by the county and shall be required to contain all of and not more than the following:

1. Each service area in which the applicant intends to provide video service in the format as described in section 11-1911, subsection C. Except as provided in section 11-1912, subsection B, paragraph 2, under a uniform video service license the boundaries of the county are a single service area and the service area consists of all of the territory within the boundaries of that county.
2. The information prescribed by section 11-1911, subsection C, paragraphs 1 through 4. The holder shall notify the county in writing of changes to this information within thirty days after the change occurs.
3. The term of the uniform video service license, which may not exceed ten years.
4. An agreement to pay all lawful fees and charges imposed by the county.

C. An incumbent cable operator described in section 11-1912, subsection B, paragraph 2 may elect to apply for a uniform video service license for a service area that consists of the boundaries of a county.

D. If the county determines that the application and affidavit are incomplete or otherwise deficient for failure to comply with this section, the county shall provide written notice to the applicant not later than fifteen days after the date of filing of the application and affidavit. The written notice shall do both of the following:

1. Explain the incompleteness or deficiency in detail.
2. Specify the information or other items that are necessary under this section for proper completion of the application and affidavit.

E. The county may not do any of the following:

1. Charge a fee for filing or processing an application, affidavit, notice or other document under this chapter.
2. **Vote on or take other official action regarding the application, affidavit, notice or other document.**
3. Require the applicant to obtain the approval of the county regarding the application, affidavit, notice or other document.
4. Require the applicant to enter into an agreement as described in section 11-1942, subsection I.

**Recommendation:**

Staff recommends approval.

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**Attachments**

Resolution authorizing COB

---

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**Form Review****Inbox**

Jason Moore

Form Started By: Melissa Buckley

Final Approval Date: 10/16/2024

**Reviewed By**

Melissa Buckley

**Date**

10/16/2024 10:20 AM

Started On: 10/14/2024 11:13 AM



**NAVAJO COUNTY BOARD OF SUPERVISORS  
RESOLUTION NUMBER \_\_\_-24**

**AUTHORIZING THE CLERK OF THE BOARD TO ADMINISTRATIVELY  
APPROVE UNIFORM VIDEO SERVICE LICENSES  
PURSUANT TO A.R.S. §11-1914**

**WHEREAS,** The State of Arizona Cable Licensing Statutes (A.R.S. §11-1901 et seq.) have been amended to provide that all applicants for a uniform video service license must now file their applications with the Clerk of the County Board of Supervisors (hereinafter the “Clerk”); and

**WHEREAS,** All uniform video service license applications must be reviewed by the Clerk within 15 days of their submission, and all completed applications must be approved within 45 days of their submission; and

**WHEREAS,** The Cable Licensing Statutes prohibit the County from taking formal action or voting on applications for uniform video service licenses and instead require the issuance of a license following the submission of a completed application to the Clerk.

**NOW, THEREFORE, BE IT RESOLVED** that:

The Clerk of the Board of Supervisors is authorized to administratively approve applications for uniform video service licenses.

**PASSED, ADOPTED AND APPROVED** by the Navajo County Board of Supervisors on this 22<sup>nd</sup> day of October 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason E. Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Jason Moore, Deputy County Attorney



**Board of Supervisors Regular**

**4. a.**

**Meeting Date:** 10/22/2024

**Title:** Navajo County Code Enforcement Facility, Contract No. B24-08-015

**Submitted For:** Grant Evans, Capital Projects Manager

**Submitted By:** Jeanine Carruthers, Deputy Director Administration

**Department:** Administrative Services

**Presented By:** Grant Evans

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**Motion before the Board:**

Consideration of award of Contract No. B24-08-015 Navajo County Code Enforcement Facility, Taylor Arizona to Restore Pro, Inc., 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.

**Background:**

This contract will provide for the construction of a new governmental service building of approximately 10,393 square feet. The new building will be located on existing County-owned property at 1121 W. Pinedale Road, Taylor, AZ 85939. The new facility will house the Code Enforcement Division of Public Health as well as law enforcement. The facility includes general office space, meeting space, facilities for the medical examiner, and a new Sheriff Substation. This new facility will allow for bigger operational space for law enforcement in an area of high population growth. It will also co-locate code enforcement into one purpose built facility for their specialized, State-mandated services.

Sealed proposals were received by the Board of Supervisors at the Navajo County Government Center, Holbrook, Arizona until 3:00 p.m. M.S.T., October 2, 2024. No bids were accepted after 3:00 p.m. M.S.T.. The bid was publicly opened and read aloud at 3:15 p.m. Four bids were received and Restore Pro, Inc. is the lowest, responsible, responsive bidder.

**Recommendation:**

Staff is recommending award of Contract No. B24-08-015 Navajo County Code Enforcement Facility, Taylor Arizona for the Base Bid, plus Add Alternate 1 through 7, to Restore Pro, Inc.

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**Fiscal Impact**

**Fiscal Year:** FY 2025

**Budgeted Y/N:** Y

**Amount Requested:** \$5,557,200

**Fiscal Impact:**

The total amount requested is \$5,557,200. \$5,052,000 for the construction contract and \$505,200 (10%) as a reserve fund for project changes.

Funding for this construction includes \$3,465,360 from ARPA Funds and \$2,091,840 from General Funds.

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**Attachments**

Contract  
Bid Tab  
Presentation

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/14/2024 12:11 PM
Clerk of the Board	Melissa Buckley	10/14/2024 02:22 PM
Form Started By: Jeanine Carruthers		Started On: 10/02/2024 02:07 PM
Final Approval Date: 10/14/2024		

# CONTRACT

**THIS CONTRACT** is made and entered into as of October 22, 2024 (the "Effective Date") by and between Navajo County ("County") and Restore Pro, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **NAVAJO COUNTY CODE ENFORCEMENT FACILITY, TAYLOR AZ, CONTRACT, #B24-08-015 for the Base Bid, plus Add Alternate 1 through 7**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its County Engineer.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached  Bidder's Information, Contract Documents and Specifications,  Notice of Invitation for Bid,  Special Terms and Conditions,  General Terms and Conditions for Construction  Proposal dated October 2, 2024,  Bid Form,  Subcontractor Listing,  Legal Worker Certification  Surety Bond,  Non-Collusion Affidavit,  Verification of License,  Statutory Payment Bond,  Statutory Performance Bond,  Certificate of Liability Insurance,  Certificate of Performance,  Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the ARPA Clauses shall control over the General Terms and Conditions for Construction and the General Terms and Conditions for Construction shall control over the Special Terms and Conditions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).
5. **PAYMENTS:** County shall pay to Contractor a not-to-exceed sum of five million fifty two thousand dollars (\$5,052,000.00) as payment in full for all services rendered by Contractor pursuant to this Agreement. Payment shall be made on the basis of the progress and completion of tasks in accordance with the Work to substantiate the percentage of completion of Work during the time period covered by the Invoice. No later than 14 days after each invoice has been verified and approved by the Architect and County Representative, County shall pay to Contractor ninety (90%) of the value of said work in place, as approved by the County. The balance of ten percent (10%) shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221. The provisions of A.R.S. §34-221 are incorporated herein by this reference and shall control in regard to all matters of payment.
6. **CERTIFICATIONS:**
  - A. A. **PROHIBITION OF BOYCOTT OF ISRAEL:** Contractor certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.

**B. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the Contractor and all Subcontractors to ensure compliance with this certification for the duration of this Agreement.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Contract as of the Effective Date.

**NAVAJO COUNTY**

**CONTRACTOR**

By \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Company

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NAVAJO COUNTY CODE ENFORCEMENT FACILITY, TAYLOR, ARIZONA**  
**CONTRACT NO. B24-08-015 - BID TAB**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	Caliente Construction	LD & B, LLC	Restore Pro Construction	Woodruff Construction
1	BASE BID: Construction of the Navajo County Code Enforcement Facility	Lump Sum	1	5,460,000.00	5,363,568.93	4,680,000.00	4,725,000.00

Add Alternate 1	Add built-in workstations and low walls in open office 102. Under base bid, this area is open, ready for owner provided furniture. Power and data to be terminated in floor boxes.	Lump Sum	1	70,750.00	37,950.00	55,000.00	61,325.01
Add Alternate 2	Add chain link fencing, gate and operator, keynote 15 and 16, Sheet AS2. Under base bid, electrical will be stubbed out for the future operator and the county will do the fencing.	Lump Sum	1	60,200.00	32,430.00	30,000.00	25,979.09
Add Alternate 3	Add staff shower 111. Under base bid, recessed concrete is in place, drywall installed, ready for future tile and backer board, plumbing roughed in, electrical complete, backing in place for future accessories.	Lump Sum	1	13,100.00	5,175.00	12,000.00	17,535.91
Add Alternate 4	Add the morgue walk in cooler. Under the base bid, insulated concrete is in place, floor sink installed, electrical roughed in and site concrete pads in place for future refrigeration units.	Lump Sum	1	140,000.00	118,967.50	110,000.00	108,127.22
Add Alternate 5	Add the emergency generator. Under the base bid the generator would be future.	Lump Sum	1	145,400.00	166,750.00	70,000.00	122,225.56
Add Alternate 6	Add the MD Exam scrub sink and two stainless steel body inspection tables. Under the base bid, plumbing would be roughed in for the sink and future autopsy tables.	Lump Sum	1	137,000.00	39,100.00	35,000.00	20,232.39
Add Alternate 7	Add asphalt paving. Under the base bid, ABC would be placed, asphalt paving would be future, by the county.	Lump Sum	1	183,000.00	169,625.00	60,000.00	182,904.60

Total Base Bid				5,460,000.00	5,363,568.93	4,680,000.00	4,725,000.00
Total Bid Alternates				749,450.00	569,997.50	372,000.00	538,329.78
Total Base Bid plus all Alternates				6,209,450.00	5,933,566.43	5,052,000.00	5,263,329.78



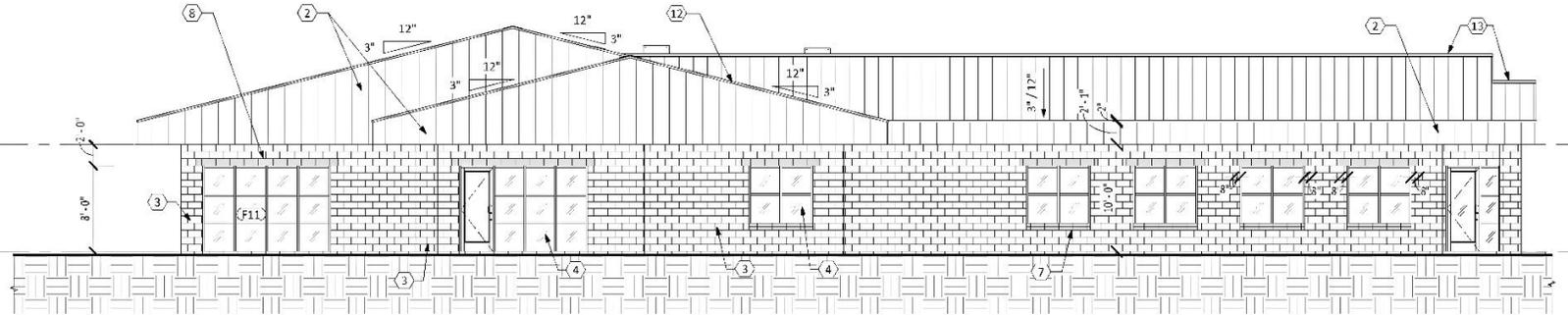
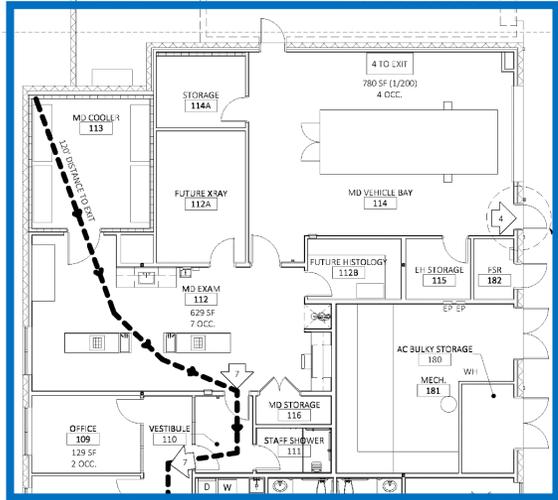
# NAVAJO COUNTY CODE ENFORCEMENT FACILITY



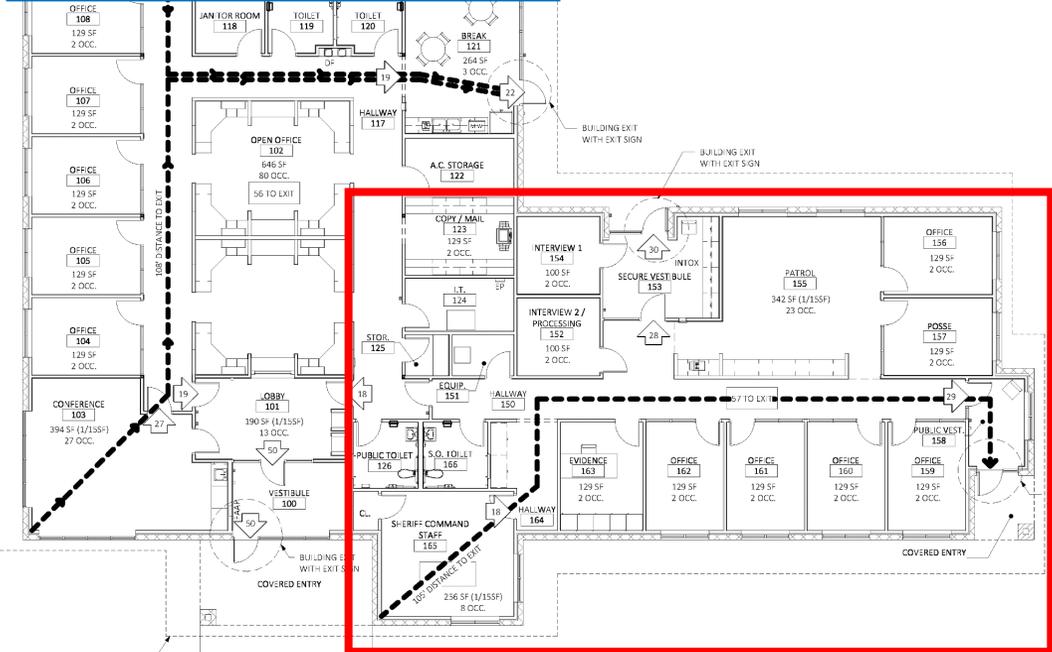
# OUTCOMES

- Co-locate services into one purpose-built facility that will improve the operational capabilities of the users
  - Animal Control
  - Environmental Health
  - Medical Examiner
  - Law Enforcement
- Centrally located within service delivery area; utilizing existing County property
- Exit leased space and contracted cooler space
- Bigger operational space for law enforcement in an area of high population growth
- Allows for developing downtown Snowflake meeting/training space in the future

# FLOOR PLAN & ELEVATION VIEW



4 SOUTH ELEVATION  
1/8" = 1'-0"





# BUDGET

FUNDING SOURCE	AMOUNT
ARPA Allocation	\$3,465,360
General Fund	\$2,091,840
<hr/>	
TOTAL	\$5,557,200*

\* Includes \$505,200 (10%) Contingency

# SCHEDULE

- 10/22/24 Consideration of Contract <sup>1</sup>
- 11/12/24 Anticipated Notice to Proceed
- 500 Calendar Day Contract
- 03/26/26 End of Contract <sup>2</sup>
  - Design team estimates approx. 400 days to complete

<sup>1</sup> ARPA funds must be obligated by 12/31/24

<sup>2</sup> ARAP funds must be expended by 12/31/26



**Board of Supervisors Regular**

**4. b.**

**Meeting Date:** 10/22/2024

**Title:** 2024 Grant Development & Management

**Submitted By:** Kenichi Maruyama, Strategic Initiatives Manager

**Department:** Administrative Services                      **Division:** Finance

**Presented By:** Ken Maruyama

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**Subject:**

Presentation on FY2024 Navajo County grant development & management performance.

**Background:**

Ken Maruyama, Strategic Initiatives Manager, in partnership with project managers, will conduct an informative presentation on Navajo County's grant activities in FY2024. The presentation addresses the County's grant development & management performance, key accomplishments, issues/challenges, and staff recommendations. The Board's questions and comments are appreciated.

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**Attachments**

Grants Presentation

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Director	Jayson Vowell	10/11/2024 12:09 PM
Form Started By: Kenichi Maruyama		Started On: 10/11/2024 11:40 AM
Final Approval Date: 10/11/2024		



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FY2024

# Grant Development & Management Performance

Prepared by

Ken Maruyama, PhD, MPA, GPC, &

Navajo County Grant Team

Prepared for

Navajo County Board of Supervisors

October 22, 2024

Why do we talk about grants?

# Benefits of Grants

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## Financial Resources to:

- Support project initiatives.
- Maintain programs and services.
- Increase organizational capacity.

## Teamwork, Productivity, & Organizational Culture to:

- Promote best & evidence-based practices.

## Community Partnerships & Recognition with:

- Municipalities, Tribal Chapters, NPOs, etc.



How do grants work?

# Grant Process

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## **Pre-planning**

- What needs do we have?
- What can we do for change?
- What funds are available?

## **Planning & Development**

- Put a project team together.
- Develop a proposal.
- Submit it by deadline.

## **Management**

- Conduct project activities.
- Ensure compliance.
- Close out a grant.

# Annual Performance

July 2023 – June 2024

\$8.1 M

Federal awards  
spent in FY2024

\$13.3M

Funds  
Received

15

Grant Applications  
Submitted\*

8

Grants  
Awarded\*

6

Grant Awards  
Expected/Pending\*

93%

Grant  
Success Rate\*

Source from *FY2023 NC Single Audit*

Source from *Board Agendas & Internal Databases*

*\*Only grant applications administered by County Admin.*

What grants are available?

# Grant Project Activities

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Criminal Justice

Emergency Management

Cybersecurity

Regional Partnerships

Public Safety

Public Works

Energy Efficiency & Conversion

Public Health Services

Economic & Workforce Development

- ✓ **DPS / Local Border Support - \$999,971**
  - MCAT Salary & ERE: 9 positions @ 75% NCAO Salary & ERE: 2 positions @ 50%, aviation unit support
- ✓ **DEMA Border Fencing & Technology Border Related - \$4,130,860 (5 yrs.)**
  - Portable & mobile radios, tower equipment, dispatch technology, MCAT expenses, and OT
- ✓ **ACJC Byrne JAG / Drug, Gang, & Violent Crime Control - \$246,731**
  - MCAT salary & ERE: 2 MCAT Sergeants and partial records clerk @ 25%
- ✓ **GOHS DUI - \$33,600**
  - \$24,000 OT/ERE & supplies (Sotaxa Machines) for DUI/Impaired Driving Enforcement
- ✓ **GOHS STEP - \$12,600**
  - \$12,600 OT/ERE for Selective Traffic Enforcement Program (STEP) details
- ✓ **City of Tucson / HIDTA - \$123,575 (High Intensity Drug Trafficking Area)**
  - MCAT salary & ERE: MCAT Lieutenant, MCAT OT, services, & supplies
- ✓ **DOJ/BJA Byrne Discretionary Community Program Grants - \$2,307,000**
  - Continuation of Public Safety Interoperability Project - radios, tower equipment, dispatch equipment
- ✓ **DOJ/COPS - \$250,000 (Community Oriented Policing Services 2 yrs.)**
  - Salary & ERE: Accreditation Manager – 2 yrs., travel & training, supplies
- ✓ **DEMA Prosecution & Imprisonment Border Related - \$3,005,493 (5 yrs.)**
  - Salary & ERE: 3 positions, equipment, ADA transport van (50%), medical & housing reimbursement
- ✓ **ACJC AZ Criminal Justice & Treatment Improvement Plan - \$350,000**
  - Salary & ERE: Special Programs Manager, travel & training , YouTurn contracted services
- ✓ **ACJC Residential Substance Abuse Treatment - \$331,546**
  - Salary & ERE: Program Director & SMI Coordinator, office furniture & equipment, contracted services
- ✓ **Office of the Attorney General Victims' Rights Program - \$12,400**
  - Partial Salary & ERE: Victims' Rights Secretary



How do grants  
benefit us?  
**Public Safety**

### Radio Sites Update:

- 4 - radio sites in 2021
- 11 - radio sites in 2024

### New Portable/Mobile Radios issued to:

- Navajo County Sheriff's Office
- Show Low Police Dept.
- Pinetop/Lakeside Police Dept.
- Snowflake/Taylor Police Dept.
- Holbrook Police Dept.
- Winslow Police Dept.

### New Command Post Vehicle:

- Deployed every month since purchase
- Used by multiple different agencies.

Fiber Optic backhaul at both dispatch centers completed.

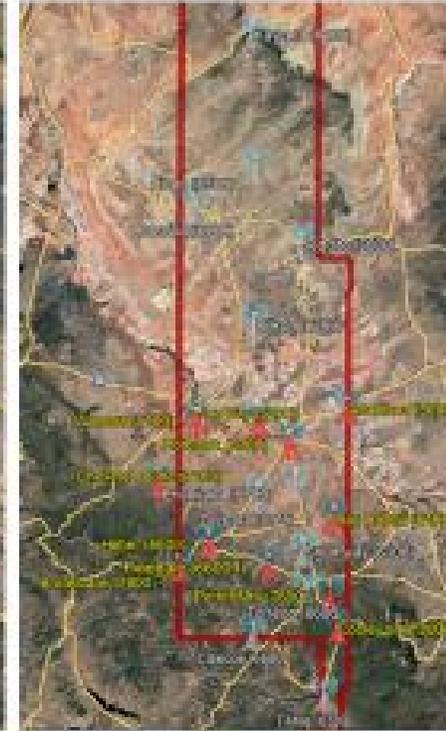
2021



Current 2024



Projected 2026



**Overdose Prevention & Engagement Grants**  
 COPE  
 READP  
 \$1.9 Million

- 60 graduates from both programs
- Prevents overdose deaths
- These individuals have begun to break the cycle of addiction
- Thrive and returned to productive citizenship
- Immediately after arrest, rapid response team members identify at-risk individuals
- Links individuals with treatment and recovery services

**Veterans Treatment Court Grant**  
 VTC  
 \$950,000

- Leveraging shared experiences and camaraderie of the military and veteran community
- Connection to resources such as Veterans Health Administration, Veterans Benefit Administration, Justice Community Corrections, and other local service organizations to improve life and justice outcomes
- supervised with best practices
- Expands the Navajo County Veterans Court programs to implement AIRise best practices

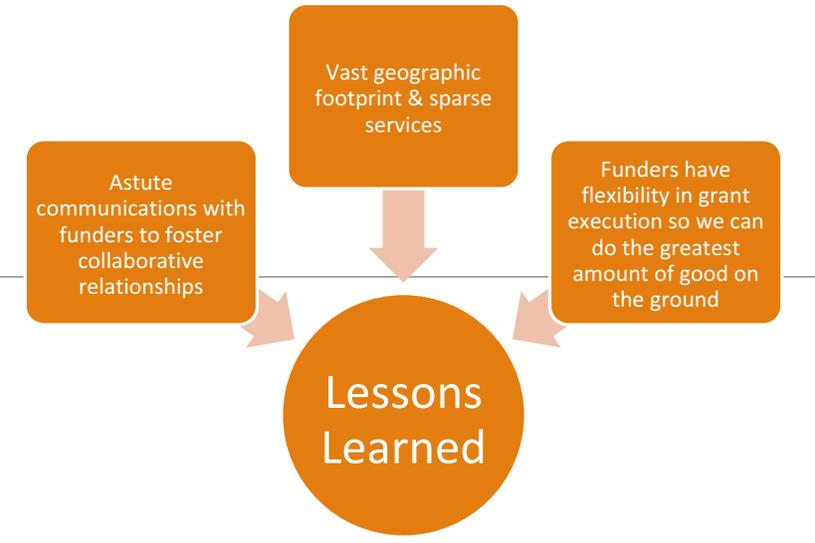
**Victim Services Grants**  
 SVS  
 \$339,000

**Activities Supported**

- 24/7 Crisis Response, connection to resources, emotional and financial support, and support navigating the justice system
- Last year, Navajo County Victim Services served 5,016 victims, providing over 70,000 services
- Provides all victim types with information regarding them to resources
- Court advocacy, crisis response, emergency financial services, compensation services, temporary housing assistance and connection to counseling

# How do grants benefit us?

# Criminal Justice



Benefits/Outcomes

How do grants benefit us?

# Public Works

## Public Works

Grants accomplishment for  
FY2023-2024



- AZ SMART
- Transportation Alternative
- Off System Bridge
- CDBG

**TOTAL GRANT FUNDING RECEIVED - \$2.29 million**



# AZ SMART Grant Funded Projects

## 1. SR260 Multimodal planning Study (US60 to SR73)

- ❖ Grant Amount - **\$29,000.00**
- ❖ Project Scope - Multimodal transportation planning study
- ❖ Project Status – The study is scheduled to be completed by end of 2024.

### ❖ Navajo County District 5



# AZ SMART Grant Funded Projects

## 2. Heber Sidewalk & Bicycle path Improvements

- ❖ Grant Amount - **\$170,000.00**
- ❖ Project Scope of Work – Design of new sidewalk and multiuse path
- ❖ Project Status – Design development
- ❖ **Navajo County District 4**



# AZ SMART Grant Funded Projects

## 3. Silver Creek Dr at Rocky Arroyo; Silver Lake Blvd at Silver Creek

- ❖ Grant Amount - **\$890,000.00**
- ❖ Project Scope of Work – Design of a new bridge and storm drain crossing
- ❖ Project Status – Design development

❖ **Navajo County District 3**



# CDBG & TA Grant Funded Project

- Joseph City Sidewalk Improvements

- ❖ Grant Amount CDBG - **\$203,094.00**

- ❖ Grant Amount TA - **\$836,215.00**

- ❖ Project Scope of Work – Construction of new sidewalk

- ❖ Project Status – Construction is scheduled in Spring of 2025

- ❖ **Navajo County District 2**



# Off System Bridge Grant Funded Project

- Silver Creek Bridge at Shumway Road

- ❖ Grant Amount - **\$169,740.00**

- ❖ Scope of Work – Project scoping with 30% design for a new bridge

- ❖ Project Status – Project’s scoping and design alternatives evaluation to be completed by end of 2024.

- ❖ **Navajo County District 3**



How do grants benefit us?

# Broadband Infrastructure

## Arizona Broadband Development Grant (ABDG)

- ❖ Awarded by Arizona Commerce Authority (ACA)
- ❖ \$9,734,083 Grant (w/ \$9.0M match)
- ❖ Grant funding is supporting the construction of
- ❖ a county-wide middle mile fiber optic network
- ❖ \$2,917,604 Received to-date in reimbursements

(30% complete)

### Benefits

- ❖ Economic growth engine
- ❖ Increase competitive service offerings
- ❖ Create reliable, redundant connections for critical public safety communications, telehealth, online learning, remote working, daily use by residents, and an array of other local government services



How do grants benefit us?

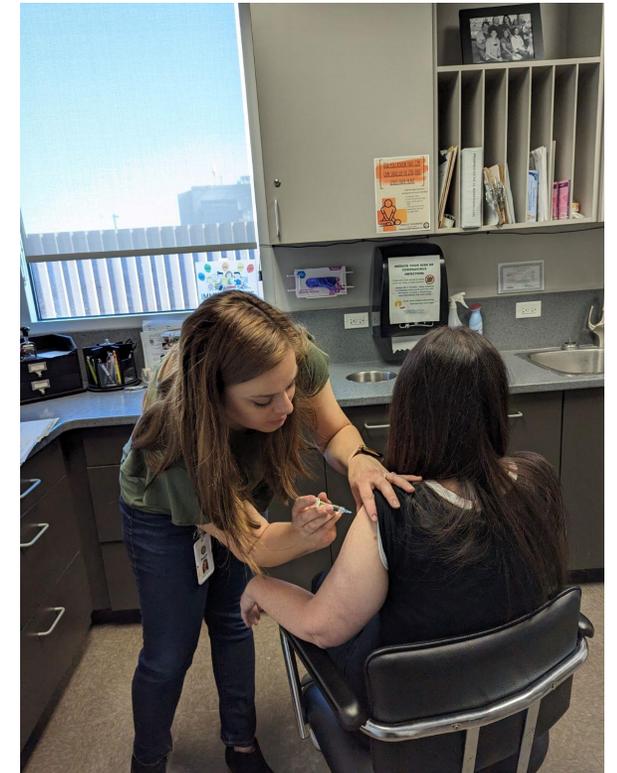
# Public Health Services

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Approximately 75% Public Health funding is from grants

29 grants currently

- 11 Clinical
- 2 Environmental Health
- 1 Nutrition
- 10 Education & Outreach
- 5 COVID



How do grants benefit us?

# Emergency Management

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## Emergency Management Program

\* *Emergency Management Performance Grant* FY23-34 = \$301,378 (50% match) – working to provide emergency management initiatives including preparedness, response and recovery for disasters and emergencies in Navajo County

\* *State Homeland Security Grant Program* FY2023

NCSO RCD = \$33,230.56 - purchased communications equipment

CCC = \$14,896 – purchased equipment for CERT & MRC volunteers

\* *Healthy Forest Initiative* FY 2023 = \$115,000 – mitigating private property against the threat of wildfire

## Public Health Emergency Preparedness Program

\* *PHEP* FY 2023 = \$229,907 – working with community partners to help improve the preparedness of communities in Navajo County from the threat of public health emergencies.

\* *Workforce Development Grant* = \$665,751 – working to support COVID-19 prevention, preparedness, response and recovery.

## American Rescue Plan Act (ARPA) Grant

# Project Update

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### Community Projects

The County Board approved allocation of \$1.3 million to support 12 community projects in January 2022.

- Nine projects (75%) have been completed.
- Three projects (25%) are still in progress.
- \$1.0 million (77%) has been disbursed.
- ARPA Oversight Committee (ensure compliance with reporting & closeout requirements).

### County Projects

The County Board approved allocation of \$18.7M to support 12 county-wide projects

- Broadband project is 30% complete
- Code Enforcement Facility is construction ready
- County Complex Upgrades is complete
- Numerous other projects have been completed, or are in progress and on schedule

# Community Development Block Grant (CDBG)

## Project Update

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### **Clay Springs Community Center Roof Replacement (\$178,000)**

- Construction contract was awarded in August 2024.
- The project will be completed in December 2024.

### **Joseph City Street Safety Improvement (\$203,094)**

- Funding agreement was made in August 2024.
- Designs will be completed in December 2024.

### **Pinetop-Lakeside Senior Center Roof Replacement (\$131,000)**

- The County assists the senior center in hiring an architect.
- Construction will begin in December 2024.

What's next? What else can we do?

# Strategic Planning (SWOT Analysis)

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## Strengths

Example: **Teamwork**

- In Navajo County, each department is responsible for developing and managing grants. Departments communicate and collaborate for development of grant proposals.

## Weaknesses

Example: **Professional development**

- Not all of us are familiar with grant management policies and practices. There is a challenge to manage grants in compliance with their terms and regulations.

## Opportunities

Example: **Community partnership**

- The County partners with community stakeholders for change/improvement. County leaders & managers proactively learn about the community's needs and interests.

## Threats

Example. **Compliance**

- Each grant is unique; Funding agencies administer grant programs differently. It is cumbersome to learn and master use of multiple grant management platforms.

Keep up the good work!!!

# Navajo County Grant Team

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Grant Evans (Administration – Capital Improvement Program),

Jayson Vowell & Ken Maruyama (Administration – Finance/Grants),

Brad Carlyon & Lynda Young (County Attorney’s Office),

D.C. Ernie Garcia, Lt. Alden Whipple & Kimberley Willis (County Sheriff’s Office),

Catrina Jenkins (Emergency Management),

Bret Starns (Facilities Management),

Jennifer Volkert & Alicia Kumar (Library),

Chief Jason Cash, Ashton LeSueur & Laura Mudge (Probation),

Dawn Wilson-Golden (Public Defender’s Office),

Janelle Linn (Public Health Services),

Madhav Mundle & William Flake (Public Works), and many others!!!



**Board of Supervisors Regular**

**5. a. 1.**

**Meeting Date:** 10/22/2024

**Title:** CTR064801 Amendment 1 Workforce Development Grant

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Amy Stradling, Department Manager

**Department:** NC Public Health Services District

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**Motion before the Board:**

Amendment Number 1 to the Intergovernmental Agreement, Contract Number CTR064801, between the Arizona Department of Health Services and Navajo County Public Health Services District for the Workforce Development Grant

**Background:**

The COVID-19 Pandemic has emphasized the critical importance of a robust public health system. COVID-19 has affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in public health conditions and worsening others. Public health agencies need the capacity to regain their footing in these areas and then accelerate their efforts. This funding is a first-of-its-kind, non-categorical, and cross-cutting, intended to help meet critical infrastructure and workforce needs. Navajo County Public Health Services District had a significant increase in financial management duties as a result of increased grant funding as a result of COVID. We utilize this funding to hire and maintain an Accounts Specialist to assist our Finance Manager. She was hired in June 2023. Her position has made a positive impact on our department and financial management.

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**Attachments**

CTR064801 Amendment 1

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Health Director	Janelle Linn	10/02/2024 07:45 AM
Brandt Clark	Brandt Clark	10/02/2024 10:06 AM
Health Director	Janelle Linn	10/03/2024 08:54 AM
Form Started By: Amy Stradling		Started On: 09/19/2024 01:34 PM
Final Approval Date: 10/03/2024		



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT

150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

Contract No.: CTR064801

IGA Amendment No: One (1)

Procurement Officer:  
**Kristine Yaw**

### Workforce Development Grant

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Five (5) Contract Changes, subsection 5.1 Amendments, the Contract is hereby revised with the following:

1.1. The Scope of Work is revised and replaced.

1.2. The Price Sheet is revised and replaced.

1.3. Exhibit Two (2) is revised and replaced.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

#### Navajo County Public Health Services

Contractor Name:

600 N. 9th Place

Address:

Show Low

AZ

85901

City

State

Zip

County Authorized Signature

Print Name

Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Print Name

Procurement Officer

Contract No.: **CTR064801**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> <b>OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR064801	IGA Amendment No: One (1)	Procurement Officer: <b>Kristine Yaw</b>

### SCOPE OF WORK

**1. DEFINITIONS.** As used in this Contract, the terms listed below are defined as follows:

- 1.1. “ADHS” means Arizona Department of Health Services.
- 1.2. “Budget Term” means the period of time for which the Contract budget has been created and during which funds should be expended.
- 1.3. “Cost Reimbursement” means a Contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the Contract terms and approved by ADHS.
- 1.4. “Emerging Issues” are projects and/or strategies that become prominent and/or are unique to a particular County.
- 1.5. “Evidence-Based Strategies” are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: [Community Guide: http://www.thecommunityguide.org](http://www.thecommunityguide.org)). Evidence based public health practice is the careful, intentional and sensible use of current best scientific in making decisions about the choice and application of public health interventions. (Reference: Community Commons <https://www.communitycommons.org/>)
- 1.6. “Evidence-Informed” means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.
- 1.7. “Program Manager” means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the CDC Public Health Infrastructure and Workforce Development Grant. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the Contract.
- 1.8. “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.9. “SOW” means Scope of Work, which is the area in the agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party.

**2. BACKGROUND**

- 2.1. The COVID-19 Pandemic has emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for other public health emergencies that arise in the future. Moreover, COVID-19 has affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in health conditions and worsening others. Public health agencies need the capacity to regain their footing in these areas and then accelerate their efforts. This funding is a first of its kind, non-categorical and cross-cutting, intended

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to help meet critical infrastructure and workforce needs in the short-term; and it should also make possible strategic investments that will have lasting effects on public health agencies across the United States;

- 2.2. The Centers for Disease Control and Prevention (CDC) awarded ADHS a five (5) year, non-competitive grant titled: **Strengthening US Public Health Infrastructure, Workforce, and Data Systems**. Supported in part by the American Rescue Plan Act (ARPA), the grant is a groundbreaking investment that supports critical public health infrastructure needs of jurisdictions across the United States. Funding from this grant will help ensure that every U.S. community has the people, service and systems needed to promote and protect health. The grant creates a foundation for CDC’s public health infrastructure work and provides maximum flexibility so jurisdictions can address their most pressing needs; and
- 2.3. ADHS will focus its work with local health departments to implement the grant’s workforce development strategies to hire, retain, sustain, and train the public health workforce.

### 3. PURPOSE

The purpose of this IGA is to leverage partnerships between ADHS and local health departments by providing **CDC Strengthening US Public Health Infrastructure, Workforce, and Data Systems** funding to support the implementations described herein. The intent of this IGA is to provide support to the unique needs of local health departments described in respective Work Plans and Budgets.

### 4. OBJECTIVES

- 4.1. Local health departments and statewide partners shall implement one (1) or more of the following:
  - 4.1.1. Recruit and hire staff,
  - 4.1.2. Retain staff,
  - 4.1.3. Sustain and support staff,
  - 4.1.4. Train staff, and/or
  - 4.1.5. Strengthen workforce-related planning, systems, processes, and policies.

### 5. SCOPE OF WORK

#### Contractor Shall:

- 5.1. Recruit, retain, support, and train the public health workforce with a short-term key outcome of increased hiring of diverse public health staff and a longer goal of an increased public health workforce;
- 5.2. Implement activities identified in approved and agreed upon Price Sheet and Five (5) year Work Plans that align and support workforce development; and
- 5.3. The budget and performance period will begin December 1, 2022, and end November 30, 2027.

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## 6. TASKS

The Contractor Shall:

- 6.1. Submit an updated Budget Workbook, utilizing the Budget Workbook Template, annually,
- 6.2. Clearly identify proposed spending in the budget,
- 6.3. Implement the approved and agreed upon Five (5) Year Work Plan with identified activities, milestone descriptions, responsible party(ies), collaborations, anticipated completion dates and measures of success,
- 6.4. Participate in all calls (semi-annual), technical assistance calls, webinars, meetings, training, and scheduled site visits, as needed,
- 6.5. Complete tagging and inventory of equipment in compliance with the policy of the [State of Arizona Accounting Manual](#) (SAAM),
  - 6.5.1. Stewardship: <https://gao.az.gov/sites/default/files/2022-06/2535%2520Stewardship%2520150701.pdf>
  - 6.5.2. Submit documents to the COVID-19 Workforce Development Program Manager pertaining to the asset (i.e., receiving papers, invoice, purchase order, receipts, etc.); and
  - 6.5.3. Documents shall include the make, model, serial number, and acquisition date of the asset.
  - 6.5.4. All out-of-state travel language shall follow the travel and per diem policies as outlined in the [State of Arizona Accounting Manual](#),
    - 6.5.4.1. Traveler Responsibilities: <https://gao.az.gov/sites/default/files/2022-06/5007%2520Agency-level%2520Travel%2520Responsibilities%2520180723.pdf>, and
    - 6.5.4.2. Travel Reimbursement Rates: <https://gao.az.gov/sites/default/files/2023-03/5095%20Reimbursement%20Rates%20%20230109a.pdf>
  - 6.5.5. Comply with all federal reporting requirements, and
  - 6.5.6. Timely submission of Annual Progress Reports.

## 7. FUNDING RESTRICTIONS

- 7.1. Funds shall not be used for any of the following (per CDC restrictions on this funding):
  - 7.1.1. Research,
  - 7.1.2. Recipients may not use funds for clinical care except as allowed by law. The funding provided under this award is primarily for the public health workforce. Recipients are encouraged to use funds to support positions necessary to bolster their public health workforce including positions such as public health physicians or nurses. Where, as part of the public health department's workforce and as part of hiring, retaining, supporting, and training that workforce, individuals in these positions may provide services in a clinical setting, those services are allowable. For example, a physician or nurse hired, retained, supported, or trained with funds provided under this award is able to provide public health services in a city/county or state health department clinical setting,

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7.1.3. Medical supplies or medicine, and

7.1.4. Furniture or equipment.

7.2. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient;

7.3. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

7.3.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any,

7.3.2. Material designed to support or defeat the enactment of legislation before any legislative body, and

7.3.3. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

7.4. See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#); and

7.5. The direct and primary recipient in a cooperative agreement program shall perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

## 8. APPROVALS

8.1. The annual progress reports, Work Plans, Budget Workbook, and monthly Contractor's Expenditure Reports (CER) with receipts supporting expenditures billed for in-state and out-of-state travel and equipment purchases or \$250 or more, as required and/or requested, shall be submitted and approved by ADHS prior to payment reimbursement.

8.2. Upon approval of the Work Plan, any changes to the approved activities or strategies shall be resubmitted to ADHS for review and approval prior to implementation;

8.3. Any requests to provide additional information on expenditure reports and annual progress reports;

8.4. All marketing materials (use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the local health departments and/or statewide partners and paid for with funds from this award shall be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;

8.5. Prior to conducting any evaluation or study involving human subjects, the Contractor shall:

8.5.1. Obtain pre-approval by ADHS, and

8.5.2. Obtain pre-approval by the Institutional Review Board (IRB) (as applicable),

8.6. Requests to transfer budget amounts between line items, exceeding twenty-five percent (25%) of the total budget or to a non-funded line item, will require a revised budget to be submitted to the Workforce Development Program Manager and a contract amendment issued by ADHS Procurement.

8.7. Request approval in writing to the ADHS Workforce Development Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00):

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8.7.1. Requests can be made via email and shall include the following information:

- 8.7.1.1. Type of equipment requesting to be purchased;
- 8.7.1.2. Cost of equipment; and
- 8.7.1.3. How the proposed purchase supports the current approved Scope of Work and Work Plan.

**9. ADHS RESPONSIBILITIES**

- 9.1. Review, feedback, and approval of the five (5) year Work Plan within thirty (30) days of submission;
- 9.2. Review, feedback, and approval of the Budget Workbook, CERs, and supporting documentation within thirty (30) days of submission;
- 9.3. Feedback, technical assistance, and training to support the approved Work Plan, Budget, Annual Reporting, and supporting documentation;
- 9.4. Provide technical assistance and support on annual reports and other reporting requirements as defined and required by the CDC; and
- 9.5. Coordinate and conduct site visits, as needed.

**10. DELIVERABLES**

The Contractor Shall:

- 10.1. Submit Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services, and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement;
  - 10.1.1. Supporting documentation shall be kept by the Contractor and does not need to be submitted with CERs with the exception of travel documentation (In-state and out-of-state) and single purchases of equipment exceeding \$250, and
  - 10.1.2. Upon request from ADHS, all receipts and documentation supporting expenses billed for a selected CER shall be submitted for review,
- 10.2. Submit Written Annual Progress Reports, due annually on January 31st;
- 10.3. Update the Budget Workbook, due annually on November 1st;
- 10.4. Provide the Workforce Development Program Manager with contact information of all program staff funded under this IGA/Contract within thirty days (30) days of contract execution to include:
  - 10.4.1. Name, title, email, phone, and
  - 10.4.2. Program area assigned.
- 10.5. Any staffing and/or programmatic changes shall be submitted to the Workforce Development Program Manager within fifteen (15) days providing all information outlined in 10.4.

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**11. STATE-PROVIDED ITEMS**

ADHS shall provide:

- 11.1. Exhibit One (1) - Contractor Expenditure Report (CER);
- 11.2. Five (5) Year Work Plan;
- 11.3. Budget Workbook Template; and
- 11.4. Annual Report Template (to be provided after execution of Contract).

**12. NOTICES, CORRESPONDENCE, AND REPORTS**

- 12.1. Notices, correspondence, reports, supporting documentation, and CERs from the contractors to ADHS shall be sent to:

Benjamin Mesnik  
 Workforce Development Program Manager  
 Arizona Department of Health Services  
 150 N. 18th Avenue  
 Phoenix, Arizona 85007-3242  
 Email: [benjamin.mesnik@azdhs.gov](mailto:benjamin.mesnik@azdhs.gov)

- 12.2. Invoices shall be emailed to: [invoices@azdhs.gov](mailto:invoices@azdhs.gov), and the Workforce Development Program Manager, [benjamin.mesnik@azdhs.gov](mailto:benjamin.mesnik@azdhs.gov).

Notices, Correspondence, Reports, and Payments from ADHS to the Contractor shall be sent to:

**Amy Stradling, Outreach & Education Division Manager**  
**Navajo County Public Health Services District**  
**600 N. 9th Place**  
**Show Low, AZ 85901**  
**(928) 532-6050**  
 Email: [amy.stradling@navajocountyaz.gov](mailto:amy.stradling@navajocountyaz.gov)

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**Price Sheet**

Contract #: CTR064801  
 County Name: Navajo County Public Health Services  
 Funding: Strengthening US Public Health Infrastructure, Workforce and Data Systems Grant  
 Budget Term: 5 years (estimated December 1, 2022-November 30, 2027)

ACCOUNT CLASSIFICATION	TOTAL
Personnel*	<b>\$283,505.00</b>
ERE*	<b>\$127,580.00</b>
Professional & Outside Services	\$0.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating Expense*	<b>\$4,272.00</b>
Capital Outlay (Equipment)	\$0.00
Indirect Rate and Costs (10%)	<b>\$41,536.00</b>
<b>Total Contact Not to Exceed Amount</b>	<b>\$456,893.00</b>

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT**

150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

Contract No.: CTR064801

IGA Amendment No: One (1)

Procurement Officer:  
**Kristine Yaw**

### Exhibit Two (2) - 2 CFR 200.332

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

**(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.**

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>DUNS #</b>	<b>QMWUG1AMYF65</b>
Federal Award Identification (Grant Number):	1 NE11OE000047-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Navajo County Public Health Services
Subrecipient's unique entity identifier (UEI #):	FH3HTA8K5456
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NE11OE000047
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	11/26/2022
Subaward Period of Performance Start and End Date;	12/01/2022 -11/30/2027
Subaward Budget Period Start and End Date:	12/01/2022 - <del>11/30/2027</del>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	<b>\$456,893.00</b>
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$5,939,613.60
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$15,610,847.00



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT

150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

Contract No.: CTR064801

IGA Amendment No: One (1)

Procurement Officer:  
**Kristine Yaw**

### Exhibit Two (2) - 2 CFR 200.332 (continued)

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Public Health Infrastructure and Workforce Development Grant
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention (CDC)
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.967
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	0%



**Board of Supervisors Regular**

**5. a. 2.**

**Meeting Date:** 10/22/2024

**Title:** 2024 State Homeland Security Grant Program (SHSGP) project awards 240104-01 and 240104-02

**Submitted For:** Catrina Jenkins, EMP Director

**Submitted By:** Catrina Jenkins, EMP Director

**Department:** NC Public Health Services District **Division:** Emergency Management

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**Motion before the Board:**

Two 2024 State Homeland Security Grants (SHSGP) awarded to Navajo County Emergency Management to provide equipment and portable radios

**Background:**

Navajo County has been awarded two projects this year under the State Homeland Security Grant Program (SHSGP). The first will be for the 2024 Citizen Corps Program to provide member volunteers with much-needed equipment in order to assist first response agencies during emergencies as well as planned events. The second project will provide Emergency Management with portable radios to insure communication during disasters with partner agencies when phones are not a viable option.

2024 Citizen Corps Council (equipment) \$11,532

2024 Radio Communications Project \$11,000

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**Fiscal Impact**

**Fiscal Year:**

**Budgeted Y/N:**

**Amount Requested:**

**Fiscal Impact:**

None, these grants are 100% reimbursable.

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**Attachments**

2024 Radio Subgrantee Agreement

2024 Citizen Corps Program

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**Form Review**

**Inbox**

Health Director

Form Started By: Catrina Jenkins

Final Approval Date: 10/02/2024

**Reviewed By**

Janelle Linn

**Date**

10/02/2024 07:45 AM

Started On: 10/01/2024 02:43 PM

## SUBRECIPIENT AGREEMENT

24-AZDOHS-HSGP-240104-01

Between

The Arizona Department of Homeland Security

And

Navajo County Emergency Management (UEI: FH3HTA8K5456)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **September 30, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**2024 Navajo County Radio Communications Project**" and funded at **\$11,000** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$11,000** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at [www.azdohs.gov](http://www.azdohs.gov). Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See [https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD\\_EHP\\_Policy\\_Final](https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final)

[Amendment GPD final 508.pdf](#) and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

“Nonexpendable Property/Equipment” is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a “Capital Asset” is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
16. **Audit/Monitoring**
- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
  - b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
  - c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

- 24. Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
- 25. Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
  - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);
  - d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
  - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
  - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
  - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.
- 26. Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
  - a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
  - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
  - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
  - d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1([https://www.fema.gov/sites/default/files/documents/fema\\_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf](https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf)) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
  - e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

- seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
  - g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
  - h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
  - i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
  - j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
  - k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
  - l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
  - m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
  - n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
  - o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
  - q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
  - r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
  - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
  - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
  - u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- 31. Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.
- 33. Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") 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 bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*
43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1802 West Jackson, #117  
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

Emergency Manager, Catrina Jenkins  
Enter Title, First & Last Name Above  
Navajo County  
Enter Agency Name Above  
PO Box 668  
Enter Mailing Address Above  
Holbrook, AZ 86025  
Enter City, State, ZIP Above

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Navajo County  
Enter Agency Name Above

Authorized Signature Above  
Jason Whiting, Chairman  
Print Name & Title Above

10/22/2024  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

## SUBRECIPIENT AGREEMENT

24-AZDOHS-HSGP-240104-02

Between

The Arizona Department of Homeland Security

And

Navajo County Emergency Management (UEI: FH3HTA8K5456)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **September 30, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**2024 Navajo County Citizen Corps Program**" and funded at **\$11,532** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$11,532** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at [www.azdohs.gov](http://www.azdohs.gov). Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See [https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD\\_EHP\\_Policy\\_Final](https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final)

[Amendment GPD final 508.pdf](#) and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

“Nonexpendable Property/Equipment” is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a “Capital Asset” is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
16. **Audit/Monitoring**
- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
  - b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
  - c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

- 24. Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
- 25. Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
  - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);
  - d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
  - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
  - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
  - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.
- 26. Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
  - a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
  - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
  - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
  - d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1([https://www.fema.gov/sites/default/files/documents/fema\\_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf](https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf)) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
  - e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

- seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
  - g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
  - h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
  - i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
  - j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
  - k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
  - l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
  - m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
  - n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
  - o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
- u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- 31. Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.
- 33. Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") 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 bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1802 West Jackson, #117  
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

Emergency Manager, Catrina Jenkins

\_\_\_\_\_  
Enter Title, First & Last Name Above

Navajo County

\_\_\_\_\_  
Enter Agency Name Above

PO Box 668

\_\_\_\_\_  
Enter Mailing Address Above

Holbrook, AZ 86025

\_\_\_\_\_  
Enter City, State, ZIP Above

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Navajo County

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

Jason Whiting, Chairman

\_\_\_\_\_  
Print Name & Title Above

10/22/2024

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Susan Dzbanko, Deputy Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



**Board of Supervisors Regular**

**5. a. 3.**

**Meeting Date:** 10/22/2024

**Title:** CTR055412 Amendment 4 HPHC revised IGA

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Amy Stradling, Department Manager

**Department:** NC Public Health Services District

**Motion before the Board:**

Amendment Number 4, Intergovernmental Agreement, Contract Number CTR055412, between the Arizona Department of Health Services and Navajo County Public Health Services District for Healthy People, Health Communities

**Background:**

The Healthy People, Healthy Communities (HPHC) Intergovernmental Agreement was reviewed and approved by our Board on September 24, 2024. However, on September 25, 2024, the Arizona Department of Health Services sent a revised contract with minor changes. The contract now needs to go through the process again. The only change is the color of the font in one line of the contract and the identified revise date at the top.

**Attachments**

CTR055412 A 4

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Health Director	Janelle Linn	10/03/2024 01:06 PM
Form Started By: Amy Stradling		Started On: 10/03/2024 11:49 AM
Final Approval Date: 10/03/2024		



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT**  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

Contract No.: CTR055412  
Revised September 25, 2024

IGA Amendment No: 4

Procurement Officer:  
**Stacy Buske**

### Healthy People Healthy Communities

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:
  - 1.1. The Exhibits are revised and replaced.
  - 1.2. The Price Sheets are revised and replaced. The date range has been deleted in its entirety.

**ALL CHANGES ARE REFLECTED IN RED**

**All other provisions of this agreement remain unchanged.**

#### Navajo County

Contractor Name:

**600 North 9<sup>th</sup> Place**

Address:

**Show Low**

**AZ**

**85901**

City

State

Zip

County Authorized Signature

Print Name

Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this .                      day of                      2024.

Print Name

Procurement Officer

Contract No.: **CTR055412**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> <b>OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055412 Revised September 25, 2024	IGA Amendment No: 4	Procurement Officer: <b>Stacy Buske</b>

**Exhibit A**

**EVIDENCE-BASED STRATEGIES FOR TOBACCO**

The Office of Tobacco Prevention and Cessation ("Office of Tobacco") within the Bureau of Chronic Disease and Health Promotion ("BCDHP") at Arizona Department of Health Services (ADHS) have historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify three (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three (3) populations identified above or with other populations which may be identified based on county-level data. Counties shall provide the selected population groups with targeted evidence-based programs and activities for two (2) components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties shall participate in three (3) ADHS-led work groups that shall explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties shall also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that shall require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General's Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on "programs for the prevention and reduction of tobacco use." Arizona Revised Statute (A.R.S. § 36-772) authorizes four (4) types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Tobacco**

- 1.1 Reduce tobacco-related disparities among target populations. Counties shall select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming.
  - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required).
    - 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement via the Students Taking a New Direction (STAND), the statewide anti-tobacco youth coalition.
    - 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts.



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

**ARIZONA DEPARTMENT OF HEALTH SERVICES  
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150 N. 18<sup>th</sup> Ave., Suite 530  
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Contract No.: CTR055412  
Revised September 25, 2024

IGA Amendment No: 4

Procurement Officer:  
**Stacy Buske**

1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.1.1.4 Collaborate with schools in their counties by:

1.1.1.4.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, a train the trainer model.

1.1.1.4.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

**1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth, via health systems changes incorporating Arizona Smokers' Helpline (ASHLine) cessation services into providers protocols/workflow, and promoting services offered through Arizona Smokers' Helpline (ASHLine).**

1.2.1 Counties shall identify and eliminate tobacco-related disparities among **two (2)** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court.

1.2.1.2 People of low socioeconomic status.

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders).

1.2.1.4 Other priority populations not listed and pre-approved by ADHS. Counties shall submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection.

1.2.2 Engage communities, partners, and community-based organizations to strengthen capacity. Counties shall identify and select community partners that may include:

1.2.2.1 Employers.

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-alikes.

1.2.2.2.2 Hospitals.

1.2.2.2.3 Community clinics.

1.2.2.2.4 Private practices.

1.2.2.2.5 Behavioral Health Clinics.

1.2.2.2.6 Substance Abuse Centers.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> <b>OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055412 Revised September 25, 2024	IGA Amendment No: 4	Procurement Officer: <b>Stacy Buske</b>

**1.3 Participate in at least one (1) ADHS-led Tobacco Work Group that addresses one (1) of the following priority issues:**

- 1.3.1 Youth.
- 1.3.2 Secondhand Smoke.
- 1.3.3 Emerging Issues.

**1.4 Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**

- 1.4.1 1:1 Calls.
- 1.4.2 Group monthly conference calls.
- 1.4.3 Annual HPHC IGA Summit.
- 1.4.4 In-person semi-annual statewide partner meetings, to occur:
  - 1.4.4.1 Spring (March/April).
  - 1.4.4.2 Fall (September/October).
- 1.4.5 Tobacco Office Hours/Coffee Talks, as scheduled and needed.
- 1.4.6 Call with contracted technical assistance providers regarding initiatives. Example: Youth TA Provider (TBD), TA-Community of Practice for Justice Involved, and ASHLine contracted provider.

**1.5 Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**

- 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
  - 1.5.1.1 Submit request for fund utilization for marketing & media through the ASHLine Asset Portal and the documents contained within the portal for approval by ADHS Office of Tobacco (ASHLine.org).

**1.6 Obtain ADHS approval to attend conferences whether they are in-state or out-of-state. Contractors shall follow the following guidelines.**

- 1.6.1 Travel is limited to two (2) Tobacco program staff persons.
- 1.6.2 A completed HPHC IGA Tobacco Program: Conference Attendance Travel Request Form must be submitted to the HPHC IGA Program Administrator and the HPHC IGA Tobacco Program Manager ninety (90) days prior to conference/travel, to allow for review and approval.
- 1.6.3 Contractors are required to follow guidance and rates established by the ADOA-GAO SAAM.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> <b>OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
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1.6.4 Notify and obtain approval from ADHS/Office of Tobacco proposed prior to entering into contracts for professional or outside services, memorandum of understanding (MOU) in reference to work related to Tobacco Strategies.

1.7 **Use of Incentives to Support Programming Efforts**

1.7.1 The use of incentives and promotional items is an allowable expense under the HPHC IGA program. Per the Arizona Tobacco Control Program (ATCP), two percent (2%) of a Contractor's total annual budget can be applied towards the purchase of incentives and promotional items.

1.7.2 Contractor shall submit for approval for purchase of incentive items to ensure they meet programming guidance and justify the use of incentive in relation to their HPHC IGA Tobacco Action Plan.

1.7.3 Incentives for youth coalition work shall follow the ATCP STAND Coalition Incentive Guidance document for approval, tracking, and distribution and be approved by the ATCP prior to ordering.

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**Exhibit B**

**EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)**

The Health in Arizona Policy Initiative (HAPI) utilizes evidence-based approaches to address population health needs including the Health in All Policy Framework, Health Impact Pyramid, and National Prevention Strategy. In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. ADHS has established contracts with thirteen (13) of the fifteen (15) local health departments (Apache, Cochise, Coconino, Gila, Graham, Greenlee, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma), and the Town of Parker. The contracted health departments and/or town will provide their communities with evidence-based programs and activities concentrated on one (1) or more of the HAPI focus areas: Healthy Worksites, School Health, Community Design/Healthy Communities, Chronic Disease, Healthy Aging, Clinical Care, or Procurement.

The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) **Addressing** the four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per ARS 36-770 (Proposition 303 Tobacco Tax), **which includes Heart Disease, Cancer, Chronic Lower Respiratory Disease, and Alzheimer's Disease.**
- 2) **Supporting** WIC participants and their families per WIC Health Lottery Revenue.

The County Contractor must select one (1) or more strategies from **the following** strategic areas.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**2. Strategic Area: Health in Arizona Policy Initiative (HAPI)**

**2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)**

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks.
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

**2.2 Community Engagement**

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.
- 2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

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2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

**2.3 Systems Change**

2.3.1 Assess and identify gaps in addressing “Little p” system changes, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.3.2 Develop and implement an action plan that addresses the gaps in addressing “Little p” systems changes, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

**2.4 Emerging Issues**

2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

**2.5 Workforce Capacity Building/Professional Development**

2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

**2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches**

2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> <b>OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
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**Exhibit C**

**EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION**

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted infections/diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area. This Exhibit defines the Program Strategy/s within each Strategic Area:

**3. Strategic Area: Teen Pregnancy Prevention**

- 3.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.
  - 3.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of five (5) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age.
  - 3.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual.
  - 3.1.3 Program tasks include but are not limited to:
    - 3.1.3.1 Delivery of curriculum in a variety of settings - in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.
    - 3.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections.
    - 3.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation.



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- 3.1.3.4 Maintaining up-to-date attendance records.
- 3.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to ASU SIRC.
- 3.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage.
- 3.1.3.7 Completion of fidelity monitoring logs following each session delivered.
- 3.1.3.8 Submitting monthly unduplicated counts of youth served.
- 3.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received.
- 3.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.
- 3.1.3.11 Navigating the TPP SharePoint for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

#### 4. Strategic Area: Teen Pregnancy Prevention Youth Mental Health First Aid Initiative

- 4.1 Certify TPP Program Health Educators in Youth Mental Health First Aid Training with prior approval from ADHS; (Note: Non-TPP Program Health Educators may be trained for cross-staffing, however, priority should be given to TPP Health Educators)
  - 4.1.1 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained:
    - 4.1.1.1 Participate in technical assistance meetings and/or phone calls to be hosted by ADHS.
- 4.2 Certified trainers shall deliver at minimum three (3) trainings per year to maintain active certification in YMHFA.
  - 4.2.1 Stipend for training will be \$2,000 per training for a total of \$6,000 per year.
- 4.3 Trainers may co-facilitate and each facilitator can count co-facilitations towards their required three (3) training(s) per year, for certification purposes.
  - 4.3.1 Co-facilitated training(s) will only count as one (1) training for payment of stipends.
- 4.4 Training events shall follow the training outline identified by the National Council of Behavioral Health (NCBH) Youth Mental Health First Aid.
- 4.5 Training to youth serving organizations shall be conducted in one (1) of two (2) options: In-person or blended learning.
- 4.6 Each training shall consist of no less than five (5) participants and no more than thirty (30) and include participant training materials.
- 4.7 Course materials shall be ordered for all training participants as this is a required component.

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- 4.8 For the TPP Youth Mental Health First Aid Training, programs shall submit the following with their quarterly CERs:
  - 4.8.1 Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator.
  - 4.8.2 "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.
  - 4.8.3 Please note: Stipends can only be billed for training(s) conducted during the quarter.

**5. Strategic Area: Teen Pregnancy Prevention Youth Councils**

To establish or enhance Youth Councils throughout the state to focus on public health topic areas impacting adolescents, specifically mental health/suicide prevention, bullying prevention, sexual and reproductive health, promoting annual well visits, injury prevention, and/or promoting preventive dental visits.

- 5.1 Costs to implement a Youth Council shall be calculated as follows:
  - 5.1.1 Youth Stipends: \$25.00 per hour; per youth; per meeting and community service projects.
  - 5.1.2 Operating & Community Service Projects Costs: Not to exceed \$15,000.
  - 5.1.3 Youth Council Advisor: Not to exceed one (1) FTE, if needed to coordinate councils.
- 5.2 Councils shall build positive experiences, relationships, and environments where young people are given the space to be leaders, take initiative, create innovative ideas and solutions to identified public health topic areas (as listed above).
- 5.3 Program management, services, requirements, deliverables, etc. shall be in accordance with the Youth Council Policy and Procedures Manual.
- 5.4 Identify and assign one (1) Adult Advisor to the Youth Council who shall:
  - 5.4.1 Provide guidance or advice to Youth Council members to complete tasks and activities.
  - 5.4.2 Attend a two-day Youth/Adult Partnership training.
  - 5.4.3 First (1st) training shall be a Youth Advisor training only, to be held in Phoenix, in-person or virtually, date and location to be determined (TBD), and second (2nd) training shall be a combined Youth Advisor/Youth Council member training to be held at Youth Council site, in person or virtually, date and location TBD.
- 5.5 Participate in quarterly Youth Advisor calls with ADHS.
- 5.6 Attend a virtual grant orientation training, date and time TBD.
- 5.7 Attend the biennial Adolescent Health Conference in Phoenix during the summer.
- 5.8 Youth participation required during the Adolescent Health Conference, including presentations and participating in the youth track, if applicable.



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- 5.9 Identify and recruit youth ages eleven to nineteen (11-19) and maintain a functional Youth Council with eight to ten (8-10) youth members who shall:
  - 5.9.1 Complete an annual Action Plan outlining the activities that are planned for the year.
  - 5.9.2 Meet at least twice a month and at minimum twenty (20) meetings a year, during days/times that are conducive to the youth’s schedules and maintain meeting notes for each meeting.
  - 5.9.3 At minimum one (1) meeting a month should be in person. Second (2nd) meeting can be in person or virtual.
- 5.10 Plan, implement, and participate in at minimum three (3) community service-learning activities per year, focusing on one (1) or more of the topics outlined above; projects shall have a reflection and debriefing component.
- 5.11 Attend a one-day Youth/Adult Partnership training to be held at Youth Council site, in person or virtually, date and location TBD.
- 5.12 Identify two (2) youth members to participate in the planning of a youth track for the biennial Adolescent Health Conference held in Phoenix, focused on building leadership skills and other topic areas of interest.
- 5.13 Attend the biennial Adolescent Health Conference, at minimum the one-day youth focused track, or the entire conference.
- 5.14 If selected, present on activities conducted during the biennial Adolescent Health Conference held in Phoenix.
- 5.15 Provide input and feedback on adolescent-centered projects being developed at the state level, as needed. This may include but is not limited to focus groups, surveys, or input at meetings.
- 5.16 Represent youth in meetings of the Arizona Alliance for Adolescent Health and/or provide expertise on adolescent-focused projects, as needed.

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**Exhibit D**

**EVIDENCE-BASED STRATEGIES FOR CHILD FATALITY REVIEW**

The mission of the Child Fatality Review is to reduce preventable child fatalities in Arizona through a systematic, multi-disciplinary, multi-agency, and multi-modality review process. Prevention strategies, interdisciplinary training, community-based education, and data-driven recommendations are derived from this report to aid legislation and public policy.

The County Contractor shall implement evidence-based strategies and conduct child fatality reviews at the local community level that promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play. Promote and implement healthy people interventions that target individual behavior and support making healthy choices, and review the circumstances surrounding the deaths of children, from birth through age seventeen (17), occurring in Arizona, to determine the preventability of each death and develop recommendations to reduce preventable childhood deaths; and review the deaths of all children who reside in their counties, and also the deaths of all children which occur within their counties, including children who were not residents of Arizona.

ADHS has established contracts with seven (7) of the fifteen (15) local health departments to oversee child fatality reviews. This includes Coconino, Graham (responsible for Graham and Greenlee County child fatality reviews), Mohave (responsible for Mohave and La Paz County child fatality reviews), Navajo, Pinal, Yavapai, and Yuma.

The County Contractor must select one (1) or more strategies from this strategic area. This Exhibit defines the Program Strategy/s within each Strategic Area:

**6. Strategic Area: Child Fatality Review Program**

- 6.1 Conduct multi-disciplinary reviews, in accordance with A.R.S. § 36-342, 36-3501-4, of all child deaths (ages zero to seventeen (0-17) years old of residents of the listed county, and of deaths occurring within the listed county who were not residents of Arizona.
- 6.2 Comply with policies and procedures established by the ADHS CFRP and approved by the State Child Fatality Review Team. Program tasks include, but are not limited to:
  - 6.2.1 Maintain, keep on file, and make available upon request to ADHS' Child Fatality Review Program, a current list of members, including the designation of a team Chairperson.
  - 6.2.2 Maintain an original, signed confidentiality form on each member of the County Child Fatality Review team.
    - 6.2.2.1 Maintain a secured and locked file cabinet for storage of records.
- 6.3 Establish and maintain a team consisting of the following membership in accordance with ARS 36-3502:
  - 6.3.1 County medical examiner or designee.
  - 6.3.2 Child Protective Services Administrator or designee.
  - 6.3.3 County Health Department Director or designee.
  - 6.3.4 A domestic violence specialist.
  - 6.3.5 A psychiatrist or psychologist licensed in this state.



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- 6.3.6 A pediatrician certified by the American Board of Pediatrics or a family practice physician certified by the American Board of Family Practice.
- 6.3.7 A person from a local law enforcement agency.
- 6.3.8 A person from a local prosecutor's office.
- 6.3.9 A parent.
- 6.4 Provide orientation to all members and consultants which include topics that are outlined in the contract:
  - 6.4.1 Instruction regarding confidentiality.
  - 6.4.2 Use of the data forms.
  - 6.4.3 Public access to team information.
  - 6.4.4 Responsibilities and limitations of team membership; Process and goals of fatality review.
  - 6.4.5 The promotion of culturally diverse and competent approaches in case reviews; and Review materials provided by the State Team.
  - 6.4.6 The promotion of culturally diverse and competent approaches in case reviews.
  - 6.4.7 Review materials provided by the State Team.
- 6.5 Establish procedures for access records related to the circumstances surrounding child fatalities as outlined in the contract:
  - 6.5.1 Death Certificates.
  - 6.5.2 Birth Certificates.
  - 6.5.3 Law enforcement Reports.
  - 6.5.4 Medical Examiner's Reports.
  - 6.5.5 Medical Records.
  - 6.5.6 Child Protective Services' Reports.
  - 6.5.7 Other Records as Needed.
- 6.6 Establish procedures to track fatalities requiring review by the Local Team and completion of reviews.
- 6.7 Prepare Quarterly reports to ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews.
- 6.8 Convene team meetings, at a frequency sufficient to review all fatalities with the identified scope of work.
- 6.9 Complete the standard data form, approved by the State Child Fatality Team, on each review. The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility and must sign the review form prior to submittal to ADHS Child Fatality Review Program.

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- 6.10 Keep a written log of cases received for review and date of review.
- 6.11 Participate in Local Team Coordinators meetings at a minimum of once each calendar year.
- 6.12 Implement all other requirements outlined in the Contract including, but not limited to:
  - 6.12.1 A complete and accurate Child Fatality Review Form for each death reviewed by the Local Team. Data forms must be submitted by the fifteenth (15th) day of each month, following the month of the fatality review.
  - 6.12.2 All reviews of child fatalities occurring during the prior calendar year these reviews must be completed and data forms submitted by the June 30th.
  - 6.12.3 Local Fatality Team Quarterly Reports on or before the thirtieth (30th) day of the month following the quarter. Due dates are as follows: October 30th, January 30th, April 30th, and July 30th. Quarterly reports must contain the Local Teams' membership lists, activities, number of cases reviewed, and obstacles to completion of reviews.

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**Exhibit E**

**EVIDENCE-BASED STRATEGIES FOR SUICIDE MORTALITY REVIEW**

Suicide is preventable. In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was twenty-four percent (24%) higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Program in the Arizona Department of Health Services (ADHS). The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

On March 3, 2020 Governor Doug Ducey joined mental health advocates, legislators and family members affected by suicide to sign Senate Bill 1523, also known as Jake's Law. The bill is named in honor of Jake Machovsky, an Arizona teen who lost his life to suicide in 2016 after battling mental health issues. The law requires insurance companies to cover mental health treatment and creates the Children's Behavioral Health Services Fund and provides \$8 million for behavioral health services for children who are uninsured or underinsured. The law prohibits insurance companies from denying coverage for services that are covered by the plan simply because they are delivered in an educational setting. This law also establishes a mental health parity advisory committee to ensure that all parties including families, providers, advocacy organizations, and insurers have a voice at the table, creates a suicide mortality review team to review deaths by suicide and provide policymakers with improved data and recommendations, and helps increase follow-up services for patients at risk for suicide.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. ADHS, through the Bureau of Chronic Disease and Health Promotion, is charged with the implementation of a portion of these funds. The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following:

- 1) A.R.S. § 36-199 and § 36-199.01: Suicide Mortality.

This Exhibit defines the Program Strategy/s within each Strategic Area:

7. Strategic Area: Suicide Mortality Review
  - 7.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play.
  - 7.2 Attend ADHS training and technical assistance sessions on standards and protocols for local suicide mortality review teams, this includes the onboarding of new program staff.
  - 7.3 Bring together local community agencies in a formal process to systematically **review and** share information on suicide events for persons over the age of eighteen (18) years old, identify risk factors in those deaths, and provide prevention recommendations. Program tasks **below apply to all county reviews and** include but are not limited to:
    - 7.3.1 The County Contractor shall for the Suicide Mortality Review Program:
      - 7.3.1.1 Attend scheduled training sessions with ADHS on Suicide Mortality Review Policies and Procedures.



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- 7.3.1.2 With guidance from ADHS Suicide Mortality Program Manager, establish a local Suicide Mortality Review team roster and submit to ADHS for review, including times when team member(s) vacate or are new to the local Suicide Mortality Review Team.
- 7.3.1.3 Provide orientation to all members and consultants which include, at a minimum, the following topics:
  - 7.3.1.3.1 Instruction regarding confidentiality.
  - 7.3.1.3.2 Overview of Senate Bill that establishes the local Suicide Mortality Review team.
  - 7.3.1.3.3 Use of the data forms.
  - 7.3.1.3.4 Public access to team information.
  - 7.3.1.3.5 Responsibilities and limitations of team membership; Process and goals of fatality review.
  - 7.3.1.3.6 The promotion of culturally diverse and competent approaches in case reviews, using Suicide Mortality Review materials provided by the State Team.
  - 7.3.1.3.7 The promotion of culturally diverse and competent approaches in case reviews.
  - 7.3.1.3.8 Review materials provided by the State Team.
- 7.3.1.4 Establish procedures for accessing the following records related to the circumstances surrounding suicide:
  - 7.3.1.4.1 Death Certificates.
  - 7.3.1.4.2 Birth Certificates.
  - 7.3.1.4.3 Law enforcement Reports.
  - 7.3.1.4.4 Medical Examiner's Reports.
  - 7.3.1.4.5 Medical Records.
  - 7.3.1.4.6 Child Protective Services' Reports.
  - 7.3.1.4.7 Other Records, as needed.
- 7.3.1.5 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews.
- 7.3.1.6 Prepare quarterly and/ or annual reports and data for the ADHS Suicide Mortality Review Program, cases reviewed, and obstacles to completion of reviews.
- 7.3.1.7 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work. If the State Suicide Mortality Review Team will be reviewing



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records for your jurisdiction, you shall send a representative when the review is conducted.

7.3.1.8 Enter data for each case reviewed using ADHS Suicide Mortality Review Data Collection Tool to include demographic and prevention recommendation data. Data for cases shall be entered by an employee of the County Contractor following completion of each case review meeting and shall be submitted to the Suicide Mortality Review Program Manager on a quarterly basis.

7.3.1.9 Conduct an annual analysis on the incidences and causes of suicides in the local community during the preceding fiscal year.

7.3.2 For the Suicide Mortality Review Program, ADHS will:

7.3.2.1 Establish a State Suicide Mortality Review Team.

7.3.2.2 Provide a Policies and Procedure Manual, and update as necessary.

7.3.2.3 Develop standards and protocols for local suicide mortality review teams and provide training and technical assistance to these teams.

7.3.2.4 Provide a Quarterly and/ or Annual Reporting Template.

7.3.2.5 Provide a Suicide Mortality Data Collection Tool.

7.3.2.6 Provide supporting documentation requirements for quarterly payment.

7.3.2.7 Provide Quarterly Meetings for contractors to:

7.3.2.7.1 Provide training and technical assistance on the suicide mortality review process.

7.3.2.7.2 Provide access to technical assistance and guidance from ADHS staff, Local Health Department peers/mentors and subject matter experts related to the strategy for which the County has received funding

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**Exhibit F**

**SUPPORTING DOCUMENTATION**

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due in the second (2nd) and fourth (4th) quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report and Supporting Documentation Template.

**Required Documentation:**

For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

**Tobacco**

Youth Prevention: Anti-Tobacco Coalition: The following are acceptable submissions for documentation of work completed.

- Recruitment: Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
- Youth Coalition Action Plan: Copy of the coalition action plan developed by the youth members.
- Coalition Meetings: Copies of meeting agenda along with a sign-in sheet of those attending the meeting.
- Peer to Peer Education/Community Education: The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: Youth Coalition Event Form. The coalition can also include pictures from events.
- Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body): Partners can utilize the Youth Coalition Event Form for this activity as well.

AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:

- The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted.
- Dates of inspections and how many youths participated in inspections.
- ARTT: Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.

Cessation: ASHLine Outreach/Group Cessation Meetings- The following documents are acceptable submission for documentation of work.

- ASHLine Outreach: The County shall provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & County Partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation.
- County Partners Cessation Referral Trainings and Presentations: The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: County Cessation Training & Presentation Form.
- Group Cessation Meetings: Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine.

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Priority Population Initiative:

If a task group/work group is created to address the chosen population please provide the following information:

- Copies of meeting agenda along with sign-in sheet.
- Action plan or work plan for addressing issues with the work group.
- Evaluation Plan that will assess the success/status of the goal.

### Health in Arizona Policy Initiative (HAPI)

- Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting, etc.); Event flyer or meeting/training agendas (should include date, time and name of training/ meeting, etc.); activity log (should include date, time, name of training/meeting/activity and a brief description of each, etc.)
- Certificate of Completion.
- Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter.
- Final Reports of activity.
- Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual.
- Pre and post survey results of participants in self-management programs.
- Attendance/participation sheet for chronic disease self-management programs.
- Communication plan or materials used for any public awareness campaigns.
- Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- Partner list or partner meeting agendas.
- Completed Assessments.
- Developed Action Plans for implementation.

### Teen Pregnancy Prevention (TPP)

- Certificates of Completion.
- Parent nights/health fairs: Flier signed by authorized representative of event and/or County Program Supervisor
- Instead of submitting attendance records as proof of services performed, counties shall submit the **TPP Verification of Curriculum Delivery Form**. The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum form to verify the classes provided are reflective of the narrative in the quarterly reports.
- **Teen Pregnancy Prevention Work Summary Report Form** (for COVID-19 reassignments).  
**Please Note:** If TPP staff has been reassigned, make sure to include a separate **Labor Activity Report** and **General Ledger**, clearly indicating a breakdown of FTE percentages applied to TPP State Lottery dollars and another funding source.

### See below for further clarification:

- TPP Lottery funds cannot be used to pay for staff temporarily reassigned to the COVID-19 emergency response. However, TPP staff can be reassigned for COVID-19 related activities by using another funding source. Within the TPP Action Plan and Quarterly Narrative Reports, counties should indicate whether service activities have been provided and include any updates. If TPP services have not been provided, note the following, “Services have not been conducted within the period of (insert dates). TPP staff have been temporarily reassigned to COVID-19 activities using a different funding source.” If staff have been partially assigned to TPP and COVID-19 activities, include the FTE breakdown in the quarterly report as well.

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- For CERs, provide Year to Date expenses of what was actually incurred; do not bill for the full fixed price amount. When submitting supporting documentation, during Quarters two (2) and four (4) **only**, submit the corresponding Labor Activity Reports and General Ledgers as supporting documentation to illustrate what the TPP staff have been working on.

**Teen Pregnancy Prevention (TPP) Youth Mental Health First Aid Initiative**

- Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or
- "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator. Please note: Stipends can only be billed for training(s) conducted during the quarter.

**Child Fatality Review (CFR)**

- A sign in sheet and agenda for all review meetings.
- A listing of the number of CFR cases identified by ADHS and the number reviewed by your county. This information can be submitted on the HPHC IGA Child Fatality Review Supporting Documentation Form.

**Suicide Mortality Review**

- A sign in sheet and agenda for all review meetings.
- Annual Report.



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

**ARIZONA DEPARTMENT OF HEALTH SERVICES  
OFFICE OF PROCUREMENT**  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

Contract No.: CTR055412  
Revised September 25, 2024

IGA Amendment No: 4

Procurement Officer:  
**Stacy Buske**

### Price Sheet

#### Healthy People Healthy Communities

#### ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon approval of the following Action Plans: Tobacco Prop 200 = \$8,370.00 Chronic Disease Prop 303 = \$226.00 WIC Lottery = \$7,700.00 Teen Pregnancy = \$34,903.00	EA	1	\$51,199.00	\$51,199.00

#### TOBACCO PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$39,758.00	\$159,032.00

#### HEALTH IN ARIZONA POLICY INITIATIVE PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, and Clinical Care) Funding Per Quarter includes: Chronic Disease Prop 303 = \$3,432.00 WIC Lottery = \$8,075.00	QTR	4	\$11,507.00	\$46,028.00

#### CHILD FATALITY REVIEW PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies.	QTR	4	\$3,750.00	\$15,000.00



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT**  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

Contract No.: CTR055412  
Revised September 25, 2024

IGA Amendment No: 4

Procurement Officer:  
**Stacy Buske**

**TEEN PREGNANCY PREVENTION PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies.	QTR	4	\$34,903.00	\$139,612.00

**TEEN PREGNANCY PREVENTION PROGRAM – YOUTH MENTAL HEALTH FIRST AID INITIATIVE**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	MAX NUMBER OF UNITS PER YEAR	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports See SOW for Specific Service Strategies	Training	3	\$2,000.00	\$6,000.00

**SUICIDE MORTALITY REVIEW PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies	QTR	4	\$6,250.00	\$25,000.00

**TOTAL**

ITEM/SERVICE DESCRIPTION	TOTAL
<b>ANNUAL TOTAL (NOT TO EXCEED)</b>	<b>\$441,871.00</b>



**Board of Supervisors Regular**

**5. a. 4.**

**Meeting Date:** 10/22/2024

**Title:** 2025-405b-006 GOHS Occupant Protection Awareness

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Amy Stradling, Department Manager

**Department:** NC Public Health Services District

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**Motion before the Board:**

Arizona Governor's Office of Highway Safety Grant, Grant number 2025-405b-006, in the amount of \$19,773.00 to support car seat classes and other awareness education on motor vehicle safety

**Background:**

This would be our second year receiving funds from the Arizona Governor's Office of Highway Safety to support our car seat classes and other events that provide awareness and education on motor vehicle safety. This funding also allows us to purchase child restraints and provide them for qualifying residents.

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**Attachments**

2025-405b-006 Grant agreement

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/08/2024 08:31 AM
Health Director	Janelle Linn	10/10/2024 12:20 PM
Form Started By: Amy Stradling		Started On: 10/08/2024 08:15 AM
Final Approval Date: 10/10/2024		

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

<b>FAIN: 69A3752530000405bAZL</b>		<b>Assistance Listings: 20.616</b>
<b>1. APPLICANT AGENCY</b> Navajo County Public Health	<b>GOHS GRANT NUMBER:</b> <b>2025-405b-006</b>	
<b>ADDRESS</b> 600 N. 9th Place, Show Low, AZ 85901	<b>PROGRAM AREA:</b> <b>405b</b>	
<b>2. GOVERNMENTAL UNIT</b> N/A	<b>AGENCY CONTACT:</b> Shaelee Virtue	
<b>ADDRESS</b>	<b>3. PROJECT TITLE:</b> Occupant Protection Awareness and Education Prof. O/S (2025 Lifesavers Conference Registration), Travel I/S- (Instructors to Teach CPS in Navajo Nation), Travel O/S- (2025 Lifesavers Conference), M & S (Car Seats)	
<b>4. GUIDELINES:</b> 405b		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 405b funds will support Professional and Outside Services (Conference Registration), In-State Travel (Instructors CPST Training), Out-of-State Travel (Lifesavers Conference), and Materials and Supplies (Car Seats) to enhance Occupant Protection throughout Navajo County.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2025</b>	
<b>I. Personnel Services</b>	\$0.00	
<b>II. Employee Related Expenses</b>	\$0.00	
<b>III. Professional and Outside Services</b>	\$1,300.00	
<b>IV. Travel In-State</b>	\$1,855.00	
<b>V. Travel Out-of-State</b>	\$4,275.00	
<b>VI. Materials and Supplies</b>	\$12,343.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$19,773.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2025
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2024	<b>TO:</b> 09-30-2025
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$19,773.00</b>		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Organization Size: 60

Total Population in city/town or county served: 108,000

County Served: Navajo County

**Agency Problem/Attempts to Solve Problem:**

Over 87% of the class participants are low-income and do not have the financial means to obtain a car seat. Therefore, they see high rates of no-restraint use, using the seat past the manufacturer's height or weight recommendations, expired seats, or use of secondhand seats. Per the State of Arizona Highway Safety Plan in 2022, unrestrained occupants accounted for 2.2% of crashes and 3.7% of their county's fatalities. They have limited funding for injury prevention-related items such as car seats, and the Arizona Department of Health Services could not provide those this last fiscal year. Navajo County Public currently provides free community classes and car seat check events to increase awareness of the importance of restraint use, standard errors, proper restraint use for the entire family, and proper installation of child restraints.

**Agency Funding:**

Federal 405b funds will support Professional and Outside Services (Conference Registration), In-State Travel (Instructors CPST Training), Out-of-State Travel (Lifesavers Conference), and Materials and Supplies (Car Seats) to enhance Occupant Protection throughout Navajo County.

**How Agency Will Solve Problem with Funding:**

Navajo County Public currently have six CPSTs/CPSIs in the department. The Project Director has been a CPSTI for over 15 years. They county encompasses three significant tribes: the White Mountain Apache Tribe, the Navajo Nation, and the Hopi Tribe. Their program staff has strong relationships with Indian Health Services, fire departments, law enforcement, and the Women Infants and Children (WIC) program, working together to help leverage minimal resources and make the most significant positive impacts on the community.

**PROGRAM MEASURES:**

**Grant Agreement Objectives:**

1. The agency will facilitate a minimum of twenty five car seat safety courses to increase knowledge and proper restraint use.
2. The agency will educate a minimum of 150 caregivers on the importance and proper installation of child restraints.
3. They agency will collaborate with community partners such as Navajo Nation and offer a minimum of one Safe Kids CPS certification course.
4. They agency will collaborate with community partners and coordinate a minimum of one car seat check event.

**GOALS/OBJECTIVES:**

Federal 405b funds will support Professional and Outside Services (Conference Registration), In-State Travel (Instructors CPST Training), Out-of-State Travel (Lifesavers Conference), and Materials and Supplies (Car Seats) to enhance Occupant Protection throughout Navajo County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

**The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.**

**PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Navajo County Public Health will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Occupant Protection Activities by purchasing/procuring the following: Conference Registration

Travel In-State - To complete/attend the following travel in-state for Occupant Protection Activities: Instructors CPST Training

Travel Out-of-State - To complete/attend the following travel out-of-state for Occupant Protection Activities: Lifesavers Conference

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Car seats

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**SPECIFIC REQUIREMENTS:****PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Navajo County Public Health documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

#### Report Schedule

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2024)	January 30, 2025
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2025)	April 20, 2025
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2025)	July 20, 2025
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2025)	<b>October 15, 2025</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2025</b>

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

#### Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

#### PROFESSIONAL AND TECHNICAL PERSONNEL:

**Ava Janelle Linn, Health Director, Navajo County Public Health, shall serve as Project Director.**

**Shaelee Virtue, Prevention Coordinator, Navajo County Public Health, shall serve as Project Administrator.**

**Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

#### REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROGRAM MONITORING:**

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

### **Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A

	phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

**DURATION:**

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services <b>Conference Registration</b>	\$1,300.00
IV.	Travel In-State <b>Instructors CPST Training</b>	\$1,855.00
V.	Travel Out-of-State <b>Lifesavers Conference</b>	\$4,275.00
VI.	Materials and Supplies <b>Car seats</b>	\$12,343.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$19,773.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Navajo County Public Health shall absorb any and all expenditures in excess of \$19,773.00.

**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

#### **X. Uniform Administrative Requirements**

*(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:*

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

#### **XI. Non-Discrimination**

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **XII. Executive Order 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

## **XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

## **XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

## **XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

#### **XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

#### **XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

#### **XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

## **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

## **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

### **Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Certification on Conflict of Interest***General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

*Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
  - (a) terminate the award, or
  - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

*Signature of Authorized Official of  
Governmental Unit:*

Ava Janelle Linn, Health Director  
Navajo County Public Health

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Date Telephone

**REIMBURSEMENT INSTRUCTIONS**

1. Agency Official preparing the Report of Costs Incurred:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. **Agency's Fiscal Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_

(Agency)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

\_\_\_\_\_

(Unique Entity Identifier #)

\_\_\_\_\_

(Registered Address & Zip Code)





**Board of Supervisors Regular**

**5. b. 1.**

**Meeting Date:** 10/22/2024

**Title:** Opioid Settlement Agreement Project Considerations for Funding

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

**Presented By:** Janelle Linn

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**Motion before the Board:**

Consideration to fund all six eligible projects selected for funding with Opioid Settlement Funds after going through the vetting process conducted by the Opioid Settlement Agreement Steering Committee previously delegated by the Board of Supervisors.

**Background:**

Summary of the six projects the Opioid Settlement Agreement Steering Committee deemed eligible to be considered for funding with opioid settlement funds. Formal agreements will be drafted for the projects the board approves to fund. Once reviewed by legal and approved by the entity, those will be brought back before the board for consideration of approval for each individual agreement.

**Navajo County Attorney's Office Town Hall Project**

Request one-time contribution of \$2,500

Purpose: To gather community and stakeholder input to better identify local opioid issues and needs.

Information gathered will be taken into consideration in developing mitigation measures to address the epidemic.

**Hushabye Nursery Treatment & wrap Around Services Project**

Request on-time contribution of \$50,000

Purpose: To utilize a trauma informed lense approach to improve social determinants of health for Navajo County infants, moms, families and caregivers through navigation with local hospitals, enhanced community referrals.

**NEXUS Drug Coalition Prevention & Awareness Project**

Request one-time contribution of \$50,000

Purpose: To expand youth prevention curriculum and education to the northern region of Navajo County, with a mission to strengthen youth prevention to reduce opioid use disorder in Navajo County,

**Show Low Police Department 911 Dispatcher Opioid Traning & Equipment Project**

Request one-time contribution of \$23,550

Purpose: To purchase equipment and technology allowing for expansion of 911 services to better meet the demand of 911 calls related to overdoses, and to certify 911 dispatch staff to recognize signs of overdose, to better ask questions, and to provide more specific guidance on 911 calls related to overdose to improve victim outcomes and survival rates.

**Navajo County Sheriff's Office Peer Based Re-Entry Project**

Request annual contribution of \$125,000 for 3 years for total cost of \$375,000

Purpose: To develop and implement a re-entry program with goals to increase medication assisted treatment in the jail, fund warm hand-off programs and services, enrich prevention strategies, expand harm reduction programs, and support data collection and research.

**Navajo County Public Health Naloxone Distribution & Data Collection Project**

Request annual contribution of \$100,000 for 3 years for total cost of \$300,000

Purpose: To develop and maintain data collection and dissemination tools that will provide the ability to collect local, real-time data, to expand current opioid programs and to maximize the goals and objectives of the Community Health Improvement Plan Substance Use Disorder Workgroup.

**Recommendation:**

Staff recommendation would be to recommend funding all six eligible projects, as outlined in their original proposals.

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**Attachments**

- Opioid Settlement Agreements Project Recommendations Presentation
- Sheriff's Office Re-Entry Project Proposal
- Public Health Naloxone & Data Project Proposal
- County Attorney's Office Town Hall Proposal
- Hushabye Nursery Treatment & Wrap Around Services Proposal
- Nexus Education & Prevention Proposal
- Show Low PD 911 Training & Equipment Proposal
- Show Low PD 911 Training & Equipment Proposal Addendum

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Leah Thomas	09/19/2024 09:48 AM
Jason Moore	Jason Moore	09/19/2024 10:18 AM
Health Director	Janelle Linn	10/10/2024 12:52 PM
Jason Moore	Jason Moore	10/10/2024 02:17 PM
Jason Moore	Jason Moore	10/10/2024 02:18 PM
Bryan Layton	Melissa Buckley	10/16/2024 10:21 AM
Form Started By: Janelle Linn		Started On: 09/18/2024 03:35 PM
Final Approval Date: 10/16/2024		

# PROJECT RECOMMENDATIONS FOR FUNDING CONSIDERATION

OPIOID SETTLEMENT STEERING COMMITTEE



**NAVAJO COUNTY**   
Public Health Services District

# PROBLEM SUMMARY

## LOCAL OVERDOSE DATA

### NAVAJO COUNTY NON-TRIBAL CASES

- 2022
  - 98 Reported Overdoses
  - 46 Deaths
    - 30 Directly Attributed to Opioids
- 2023
  - 97 Reported Overdoses
  - 24 Deaths
    - # Directly Attributed to Opioids Unknown – Pending Review

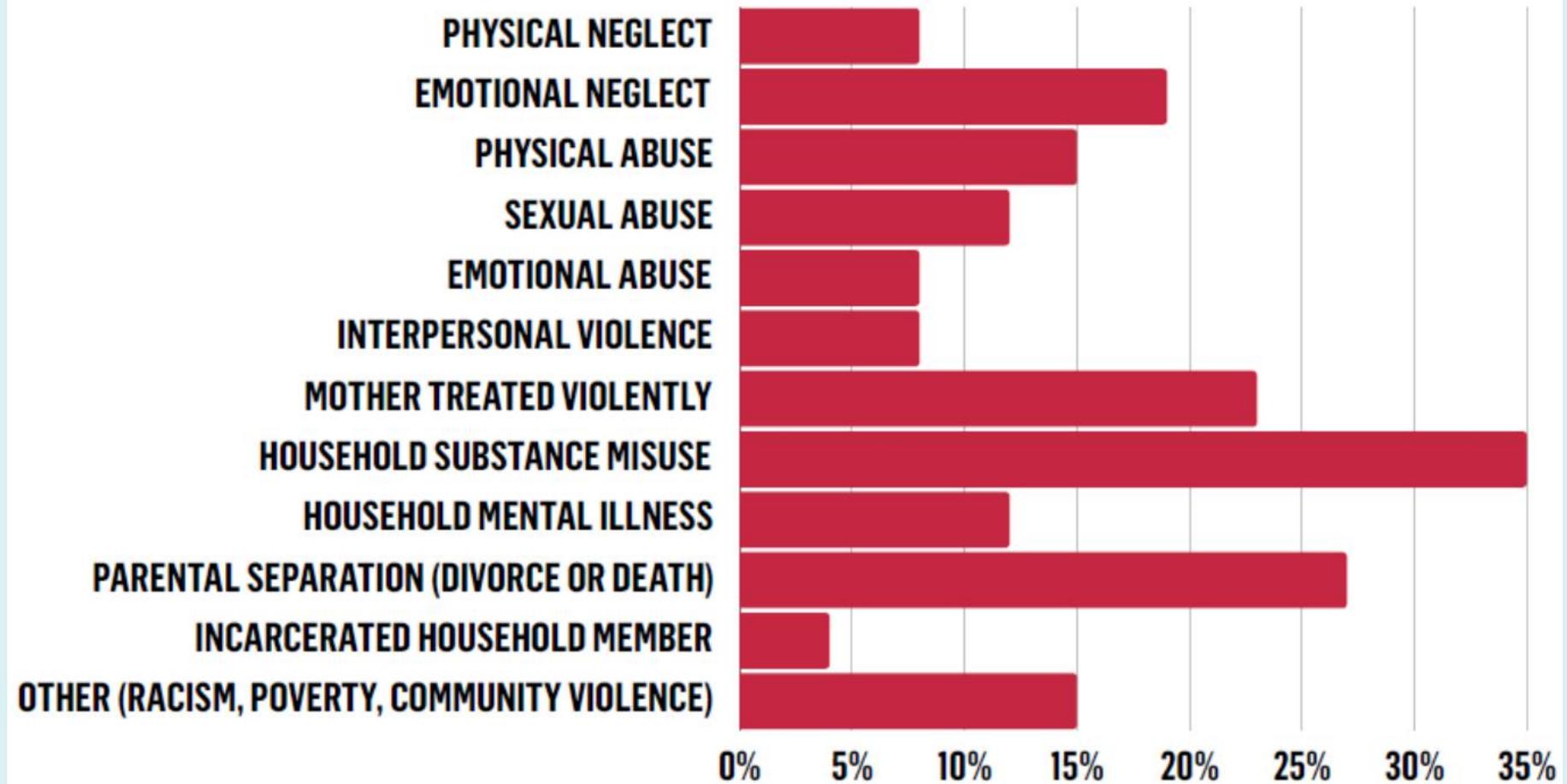
# 2022 OVERDOSE DEATHS

## COMMONALITIES

- 85% history substance use disorder diagnosis
- 85% history of at least one chronic disease diagnosis
- 65% history of incarceration
- 62% history of at least one mental health diagnosis
- 54% history of ACEs
- 46% history of chronic pain
- 42% history chronic alcoholism
- 42% history of homelessness
- 27% history of prior overdose

# ADVERSE CHILDHOOD EXPERIENCES

## ADVERSE CHILDHOOD EXPERIENCES (ACES) AGES 0-17



# OVERDOSE FATALITY REVIEW TEAM

## RECOMMENDATIONS

ADDICTION IS ISOLATION, RECOVERY IS CONNECTION

### COMMUNITY/PUBLIC HEALTH

**15%** Increase education and awareness of overdose prevention and harm reduction tools and strategies (e.g., naloxone, fentanyl test strips, HIV/HEP C testing)

**11%** Improve support for individuals with past childhood or adult trauma (e.g., domestic violence, sexual assault, loss of a loved one)

**11%** Improve support for families who have a loved one with a substance use disorder (e.g., community events, connection to support groups, written materials)

**5%** Improve access to social support resources (e.g., housing, employment, insurance, transportation, etc.)

### CRISIS RESPONSE

**2%** Enhance universal training on evidence-based overdose prevention for first responders (EMS, fire, law enforcement, etc.)

**2%** Improve care coordination by connecting to mental health and substance use services (e.g., transport or referral to treatment)



# OVERDOSE FATALITY REVIEW TEAM

## RECOMMENDATIONS

ADDICTION IS ISOLATION, RECOVERY IS CONNECTION

### CRIMINAL JUSTICE

**9%** Improve care coordination post-release by performing a warm handoff to

- substance use disorder treatment facility
- medical care
- mental health services

as well as provide social support resources (e.g., housing, employment, insurance, transportation, etc.)

**6%** Decrease stigma related to mental health and substance use disorders for incarcerated patients in efforts to increase the number of patients utilizing the available services

**6%** Increase naloxone distribution from correctional settings post-release

### HEALTHCARE

**7%** Improve access to primary care services, to include

- substance use disorder screening
- harm reduction education
- medication-assisted treatment (MAT)
- referral to treatment

**6%** Increase patient-specific education of overdose risk associated with age, comorbid conditions, prescription medications, and use of other substances

**5%** Establish protocols for emergency department and inpatient hospital discharge instructions

- naloxone distribution
- connection to peer recovery specialists
- case management
- treatment services

# ONE AZ DISTIRBUTION OF OPIOID FUNDS

## DELEGATION OF AGREEMENT RESPONSIBILITY

Page 3, Section B: Intra-State Region, it states: “In Single-County Regions, the county’s health department will serve as the lead agency responsible for distributing the LG Share Funds. That health department, acting as the lead agency, shall consult with cities and towns in the county regarding distribution of the LG Share Funds”.

# VETTING PROCESS

BOS APPROVED ON APRIL  
11, 2023

- Aligns with Navajo County's goal
  - Identify and remove barriers that limit positive & healthy prevention & recovery in our communities
- Meets Guiding Principles outlined by Johns Hopkins University Bloomberg School of Public Health
- Has a direct link to opioid epidemic
- Proven evidence-based project design
- Falls within at least one of the nine Johns Hopkins recommended Core Strategy areas
- Project is affordable
- Project able to prove sustainability
- Project completion timeframe is reasonable and includes deadlines

# FUNDING SUMMARY

JUNE 30,  
2024

## ALLOCATION % BREAKDOWN

Navajo County	70.30%
City of Show Low	9.39%
City of Winslow	6.19%
Pinetop/Lakeside	4.75%
Holbrook	3.75%
Snowflake	2.94%
Taylor	2.68%

## DEPOSIT HISTORY

FY2022-2023  
\$467,343.76

FY2023-2024  
\$1,119,653.82

YTD Interest  
\$32,739.02

## WHAT DO WE KNOW ABOUT THE

YTD Allocation  
\$1,619,736.60

- Multiple Settlements Pending
- Some Settlements Include Naloxone Payout
- Each Settlement Varies by Amount & Years
- Opportunity to Fund All Currently Submitted Projects Meeting Qualifying Criteria
- Opportunity to Fund Additional Projects In Coming Months & Years

# SUMMARY OF RECOMMENDED PROJECTS

SHERIFF'S OFFICE: PEER BASED RE-ENTRY PROJECT

PUBLIC HEALTH: NALOXONE DISTRIBUTION & DATA  
COLLECTION

COUNTY ATTORNEY'S OFFICE: TOWN HALL EVENT

HUSHABYE NURSERY: TREATMENT & WRAP AROUND  
SERVICES

NEXUS DRUG COALITION: PREVENTION & AWARENESS  
PROJECT

SHOW LOW PD: 911 DISPATCHER OPIOID TRAINING &  
EQUIPMENT

# THANK YOU



**NAVAJO COUNTY**

Public Health Services District





1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?

The Navajo County Sheriff's Office is committed to providing critical care and services to those who have been most affected by opioid epidemic by creating a system of programs that care for those who are placed into custody by.

First identifying at intake those who have used the substance prior to arrest.

Second stabilize once in custody by providing a robust MAT/MOUD program.

Third continue to build on treatment by utilizing an in-custody substance abuse treatment program using both one on one and group therapy.

Fourth utilize navigators and release coordinators to work with inmates to connect with community resources and stakeholders to provide continuity of care and services upon release from custody.

The majority of those who are affected by the opioid epidemic at some point will have contact with law enforcement, we are most suited to identify and treat those who are the most at risk from their addiction. Our program provides direct connection with community resources and programs to assist with recovery and sobriety.

2. Does this project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic?

The program is a comprehensive plan that begins at the front door (reception/intake) by identifying those currently using and need to be stabilized by medication (MAT/MOUD). MOUD provided to individuals with opioid use disorders provides significant benefit for those who are in custody. Research shows the use of MOUD reduces recidivism, drug overdose deaths upon re entry. Once stabilized we look to treatment, providing an evidence-based treatment plan that provides recovery, life skills and re-entry services to individuals. We also incorporate a peer-based model, which is based on sound psychological principles that have been tested on addiction settings and is grounded in values of local communities of recovery.

This proposal is a peer based recovery program that will allow us to provide recovery orientated services in custody with limited resources utilizing peer based counselors. Recovery treatment services will include;

- Identifying needs and goals (treatment Planning.
- Facilitating groups.
- Increasing practical knowledge of addiction.
- Coaching.



- Role modeling.
- One on one counseling.
- R-entry Planning.
- Crisis intervention.

Release and re-entry are the last component of door to door program services. Back door (release) working with our local addiction stakeholders to ensure our program was congruent to programs offered by their services, we would be able to transition offenders from an in-custody treatment plan to either a residential or outpatient service once released. This would allow for our Peer mentors and re-entry coordinators to do a warm handoff increasing the viability of successful reintroduction to community from custody.

3. Which allowable expense might the project fit into?

- Increase use of Medication Assisted Treatment
  - Provide MAT and MOUD to arrestees that meet program requirements.
- Improve treatment in jails.
  - Implement a comprehensive treatment program service that works with stabilizing, treating and providing congruent treatment services upon release.
- Fund warm hand-off programs and recovery services.
  - By utilizing peer mentor and re-entry coordinators to develop release plans.
  - Develop programs that can be continued upon release with either inpatient or outpatient services.
- Enrich prevention strategies.
  - Programs services will work with local community stakeholders to develop specific services that meet the needs of community residents based on resources available.
- Expand harm reduction programs.
  - Programs services will work with local community stakeholders to develop specific services that meet the needs of community residents based on resources available.
- Support data collection and research.
  - Utilizing peer mentors and coordinators, track available data collection and share results with community stake holders to provide real time



**David M. Clouse**  
Sheriff

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

community data that serves to drive new and innovative program initiatives.

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?

Cost – 1<sup>st</sup> year \$1,000,000  
Annually - \$756,000

Requesting Approximately \$125,000 annually for the next 3 years.

We are currently seeking other grant funding opportunities through BJA, and the Office of the Arizona Attorney General's Office to fulfill the remainder of the cost for the program.

5. Are there other entities, organizations or grants that could help fund the ongoing costs? How could the project be sustained after the initial opioid settlement agreement funding investment?

We are currently seeking other grant funding opportunities through BJA, and the Office of the Arizona Attorney General's Office to fulfill the remainder of the cost for the program.

The Sheriff's Office through the Arizona Sheriff's Association is seeking legislative support to make funding of these programs permanent allocations from the state budget to offset county funding liability.

6. Is the project evidence based or evidence informed? Please detail the evidence based/informed practices the project will utilize to establish an effective process, as well as detailed project evaluation to measure effectiveness.

The program is evidence informed; they are intended to inspire hope in individuals that recovery from addiction is not only possible but probable. The services are designed to promote empowerment, self-determination, understanding, coping skills and resiliency through teaching and mentoring that allows individuals with severe and persistent substance use disorders to learn how to achieve recovery and provides them tools to cope with stressors of everyday life while in recovery.



**David M. Clouse**  
Sheriff

**Holbrook (928) 524-4450**  
**[www.navajocountyaz.gov](http://www.navajocountyaz.gov)**

By using peer mentors, we bring real life coaching specialists who have their own story of recovery and utilize their own experience to help those by promoting recovery-oriented environments.

7. How long would it take to complete the project?

The program implemented would not have a completion date. The program is designed to be on going, based on funding availability.

## **Proposed Opioid Settlement Agreement Funding Project Information**

**Organization Proposing Project:** Navajo County Public Health Services District

**Project Contact Person:** Amy Stradling and Alyssa Lemmon

**Contact Phone:** (928) 532-6050

**Contact Email:** [amy.stradling@navajocountyaz.gov](mailto:amy.stradling@navajocountyaz.gov) and [alyssa.lemmon@navajocountyaz.gov](mailto:alyssa.lemmon@navajocountyaz.gov)

### **Please provide a description of the project and stakeholders that would be involved:**

WE CAN Save Lives!

(Widespread Effective Community Administration of Naloxone)

Navajo County Public Health Services District (NCPHSD) seeks funding to address the opioid epidemic and Navajo County's high substance use. We aim to achieve this through a multi-strategy approach of increasing naloxone administration and education, enhancing partnerships, implementing and enhancing policy, and building and incorporating data collection tools with the Navajo County Community Naloxone Initiative.

NCPHSD is currently the hub of naloxone distribution through a grant from the Arizona Department of Health Services (ADHS). We have been working hard to get naloxone into the hands of those most likely to experience or witness an opioid overdose. However, our funding for this has drastically decreased, so we are unable to address the needs of our community adequately. Funding through the opioid settlement funds would provide an opportunity for us to improve and build on the work we have done.

The WE CAN Save Lives! initiative would entail developing a data collection system to track and enhance our naloxone distribution. Additionally, this data collection would enable us to create and maintain a naloxone dashboard for community members to obtain resources and education on naloxone and overdose prevention. This would provide the opportunity for collaboration and partnerships with healthcare, community-based, and other organizations with shared goals of addressing the opioid epidemic.

The 2023 Navajo County Community Health Needs Assessment (<https://www.navajocountyaz.gov/DocumentCenter/View/1989>) and resulting 2023 Navajo County Community Health Improvement Plan (<https://www.navajocountyaz.gov/DocumentCenter/View/1990>) identified Substance Use Disorder (SUD) as a health priority for residents of Navajo County. NCPHSD has been building a multidisciplinary workgroup to address this, and this funding would enable us to provide better assistance to this work. The initial strategy selected by the workgroup is to *Increase Naloxone Administration*. NCPHSD, acting as co-chair and advisor to the SUD workgroup, serves as the state-appointed center for community-level distribution, tracking, and evaluation of the effectiveness of naloxone in the county. We hope to include key stakeholders in the SUD Workgroup, such as law enforcement, first responders and their Naloxone Leave Behind Program, Navajo County Detention Center and their warm-handoffs, Summit Healthcare, the RE:center, Hope Inc. and their peer navigators, Navajo County WIC program, Hushabye Nursery, to name a few. Funding would help

enhance these partnerships and ensure that community engagement is the foundation of our efforts to address the opioid overdose crisis.

WE CAN Save Lives! Goals:

1. Increase naloxone administration.
2. Enhance partnerships that improve coordinated approaches to community education on Naloxone distribution.
3. Implement and enhance policies that act as roadblocks to program success.
4. Build and implement data collection and dissemination tools.

**1) How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?**

With the financial assistance of Opioid Settlement Funds, NCPHSD will maintain the guiding principles:

- A. Spend money to save lives.
  - a. Supplement the state-funded supply of naloxone to Navajo County by ensuring data supports the methods of naloxone distribution in the county.
  - b. Develop a baseline data tool (of naloxone distribution, use, and success), collect data throughout the project's timeline, and evaluate data to determine the effectiveness of naloxone activities in the reduction of opioid-related deaths.
  - c. Increase media messaging and education about naloxone, including the development and implementation of a community dashboard (locate naloxone distribution sites, amounts of naloxone distributed, and effectiveness of distribution).
- B. Use evidence to guide spending.
  - a. According to the Johns Hopkins *Primer on Spending Funds from the Opioid Litigation*, increasing access to naloxone is reported to be one of the core strategies outlined by the litigation settlements. Increased community distribution of naloxone is associated with fewer overdose deaths.
  - b. One main goal of this project is to collect and evaluate community naloxone services, creating evidence to support continued community naloxone distribution and use for saving lives in Navajo County.
- C. Focus on racial equity.
  - a. Coordinate with the multidisciplinary Substance Use Workgroup, which includes people with lived experience and tribal representation.
  - b. Enhance partnerships with local groups that work in and support minority communities that have experienced higher rates of opioid use and death.
  - c. This project includes the use of stigma-reducing education and media messaging (multiple areas of education) through a variety of methods, including a community dashboard/website.
- D. Develop a fair & transparent process for deciding where to spend the funding.
  - a. Include all demographics (sex, age, ethnicity, housing status, incarceration history, mental health/SUD history, etc.) and towns/localities in the data

collection and evaluation to identify areas/groups with the highest risk for opioid overdose and current gaps in naloxone services.

- b. Consult and coordinate with the SUD Workgroup (which includes treatment providers, people with lived experience, housing professionals, tribal members, law enforcement, and EMS) to develop and implement the project.
- c. Coordinate with Tribal leadership.
- d. Solicit community input throughout data collection.

**2) Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how?**

According to the ADHS Opioid Overdose Dashboard, in 2022, 30 deaths in Navajo County were attributed to opioids, 33% among American Indians. In 2023, there were 40 overdose deaths in Navajo County due to opioids, or 36.8 per 100,000 population. Of those deaths, 55% were individuals who identified as American Indian.

(<https://www.azdhs.gov/opioid/dashboards/index.php#overdose-deaths>). John Hopkins reports around 40% of overdose deaths happen with someone else present (<https://opioidprinciples.jhsph.edu/wp-content/uploads/2022/04/Primer-on-Spending-Funds.pdf>).

Naloxone is a competitive opioid-receptor antagonist that temporarily reverses the effects of an opioid overdose when administered promptly and in an appropriate dose. By blocking opioids from binding to opioid receptors, naloxone reverses the opioid-induced suppressed respiration, which can cause death. All of the currently available FDA-approved formulations of naloxone can be used by laypersons outside healthcare settings (Sharpless, 2019, <https://www.fda.gov/news-events/press-announcements/statement-continued-efforts-increase-availability-all-forms-naloxone-help-reduce-opioid-overdose>).

By increasing the education, dissemination, and use of naloxone among community members, especially among high-risk populations, death due to opioid overdose can be reduced. Effective distribution and use of naloxone among community members can decrease the devastating effects of the opioid epidemic in Navajo County. This project proposal seeks to establish this efficacy through data collection and evaluation, partnership enhancement, policy improvement, and media messaging.

**3) Which allowable expense box might the project fit into? (check any that may apply and provide explanation)**

- Broaden Access to Naloxone**
- Increase use of Medication Assisted Treatment**
- Provide Pregnancy/Postpartum Treatment/Support**
- Expand Neonatal Opioid Withdrawal Syndrome Services**
- Fund Warm Hand-Off Programs & Recovery Services**
- Improve Treatment in Jails & Prisons**

**Enrich Prevention Strategies**

**Expand Harm Reduction Programs**

**Support Data Collection & Research**

Broaden Access to Naloxone: We will implement an application and request form to encourage more entities to become a naloxone distribution site. NCPHSD will act as the hub, tracking distribution sites and incorporating them into the marketing and mapping so community members are aware of where they can obtain naloxone.

Provide Pregnancy/Postpartum Treatment/Support: We will partner with Summit Healthcare, Navajo County's Women, Infant, and Children (WIC) program, and Hushabye Nursery to help reach expecting and postpartum women and link them to SUD services to improve birth outcomes.

Expand Neonatal Opioid Withdrawal Syndrome Services: We will partner with the SUD workgroup, local birthing hospitals, OBGYNs, and Hushabye Nursery to increase earlier points of intervention and link families to resources.

Improve Treatment in Jails & Prisons: We will continue to work with the Navajo County Detention Center, advocating for enhanced evidence-based strategies to help reduce recidivism rates. This work will include peer support specialists in the jail who can provide a warm hand-off to peers outside of the jail, providing "Care Kits" with resources, including naloxone, at discharge to every inmate.

Expand Harm Reduction Programs: We will prioritize increasing programs such as the "Naloxone Leave Behind Program" with local public safety and EMS entities.

**4) How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?**

NCPHSD is requesting a total of \$300,000 over a three-year timeframe from the Opioid Settlement Agreement Funds to support the Navajo County Community Naloxone Initiative. These funds would be used to expand our current opioid program, maximize the Substance Use Disorder Workgroup, and develop and maintain data collection, tracking, and dissemination tools in an effort to increase naloxone education, distribution, and partnerships. Anticipated costs include but are not limited to educational materials, program supplies, data software for tracking and analysis, and the creation and cost of a dashboard.

NCPHSD currently receives funding from ADHS to oversee and implement the Overdose Fatality Team and address overdose deaths through a systemic approach. However, our funding was cut by 2/3 this year. We now only receive approximately \$80,000 to implement strategies to address the opioid crisis, which is not enough to effectively make a difference in the lives of our community members.

**5) Are there any other entities, organizations or grants that could help fund the ongoing costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?**

This funding will help us establish additional naloxone distribution sites with trained professionals throughout the county who can continue providing education and naloxone beyond this funding. As a coordinated effort, the SUD Workgroup will continue to explore funding streams to support combatting SUD. Some of our partnering entities also receive grant funding to combat the opioid epidemic, such as the RE:center, Hope Inc., and Summit Healthcare. We will work together on a multi-sectoral approach to ensure sustainable data collection and evidence-based community initiatives continue.

**6) Is the project evidence-based or evidence-informed? Please detail the evidence-based practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.**

Naloxone distribution and use is an evidence-based practice shown to reduce the number of overdose deaths (<https://www.lac.org/resource/evidence-based-strategies-for-abatement-of-harms-from-the-o>). The project's data collection and dashboard components will be based on the evidence-informed work being conducted by Pima County Health Department's Community Mental Health & Addiction Division (<https://pimahelpline.org/naloxone/>).

Our project will utilize the SMART goal format, and the health district epidemiologist will advise and evaluate it.

Data to be collected at the start and end to evaluate the effectiveness (not exhaustive):

- community's knowledge of naloxone
- # of naloxone distributed (to community members, jail, other agencies)
- use of naloxone for reversal (by community members, jail, other agencies)
- opioid-related overdose deaths (OFR #s)
- # of sites distributing naloxone
- policies around naloxone use
- evaluate website traffic once established

**7) How long would it take to complete the project? A project timeline, complete with reasonable deadline, should be submitted with the proposal.**

We are estimating this as a three-year project: (Please see timeline on following page)

## BY END OF YEAR 1

Develop and implement community naloxone training.

Create and implement a survey geared to PWUD to identify barriers to naloxone.

Identify policy barriers impacting entities to carry, use, or administer naloxone.

Establish and enhance baseline data regarding naloxone education and distribution.

Determine current law enforcement and EMS entities participating in a Naloxone Leave Behind Program.

## BY END OF YEAR 2

Increase media messaging campaigns and events, increasing awareness and access to naloxone.

Provide technical assistance addressing policy change, eliminating barriers to participating in naloxone programs.

Increase educational and naloxone distribution sites for ease of access to naloxone.

## BY END OF YEAR 3

Analyze and disseminate program evaluation and impacts.

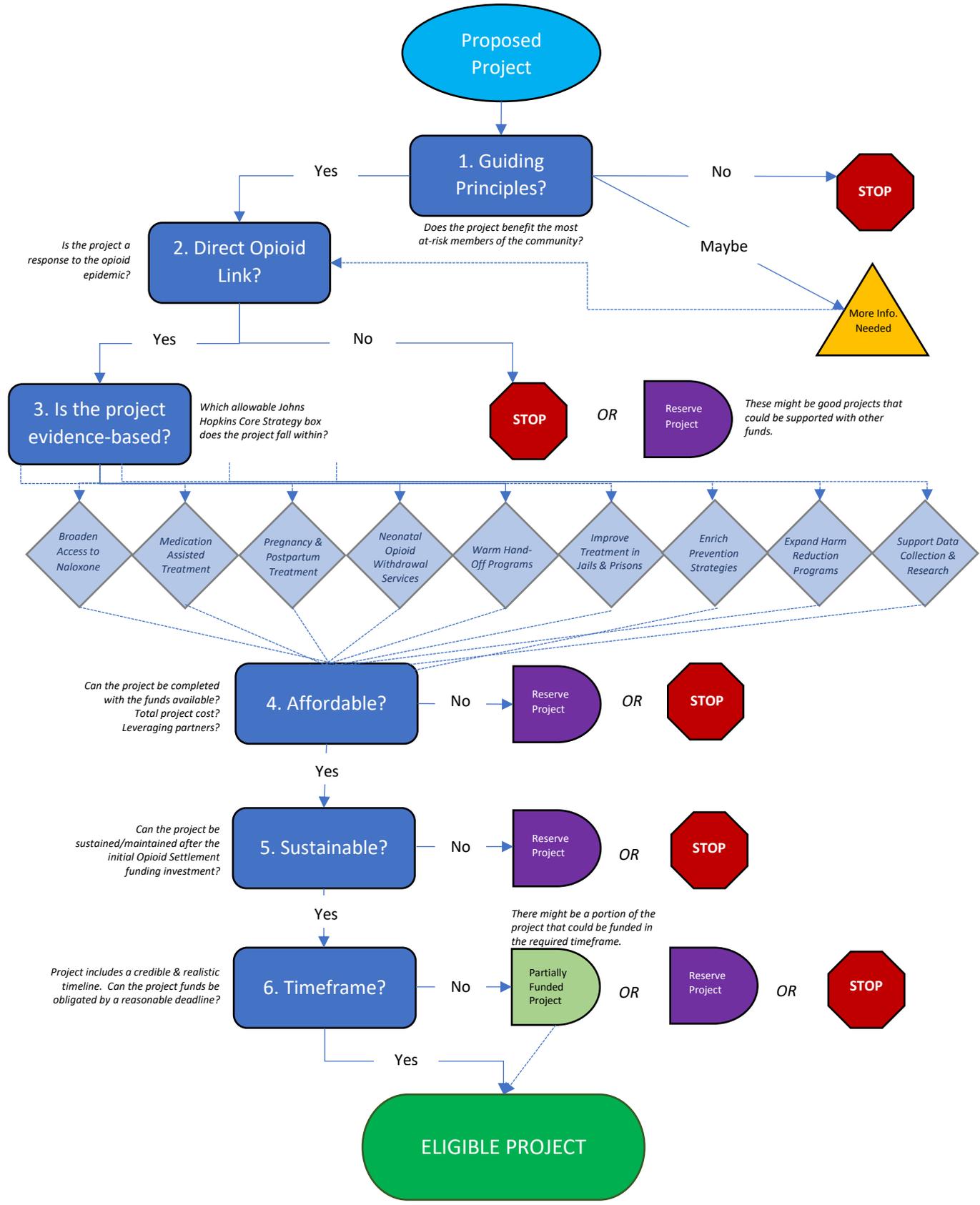
Finalize sustainability plan.

Create and implement a data dashboard that maps naloxone distribution sites, local resources for PWUD and their families, and reversal information.

Analyze data.

# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



These projects should be recommended to the BOS for final approval.

Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.

- Goals: Identify and remove barriers that limit positive and healthy prevention & recovery in our communities
- Guiding Principles
  - ✓ Spend money to save lives
    - Supplement rather than supplant existing funding
    - Don't spend all the money at once or on one initiative
    - Report to the public where the money is being spent & measures to determine success
  - ✓ Use evidence to guide spending
    - Direct funds to programs supported by evidence
    - Remove policies that may block adoption of programs that work
    - Build data collection capacity
  - ✓ Invest in youth prevention
    - Direct funds to evidence-based or evidence-informed interventions
  - ✓ Focus on racial equality
    - Invest in communities affected by discriminatory policies
    - Support diversion from arrest & incarceration
    - Fund anti-stigma campaigns
    - Involve community members in solutions, including those with lived experience
  - ✓ Develop a fair & transparent process for deciding where to spend the funding
    - Determine areas of greatest need
    - Receive input from groups that touch different parts of the epidemic to develop the plan
    - Ensure representation that reflects the diversity of affected communities when allocating funds

### Proposed Opioid Settlement Agreement Funding Project Information

Organization Proposing Project: Navajo County Attorney's Office

Project Contact Person: Lynda Young

Contact Phone: 928-524-4421

Contact Email: lynda.young@navajocountyaz.gov

Please provide a description of the project and stakeholders that would be involved:

1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community? *This request aligns with the "Support Data Collection and Research" guiding principle. We are proposing an Arizona Town Hall meeting, open to the public and community stakeholders to address the criminal justice system in Navajo County. The Navajo County population will benefit from this activity, as we will implement best practices based on the information/results of the Town Hall.*

Approved by the Board of Supervisors:

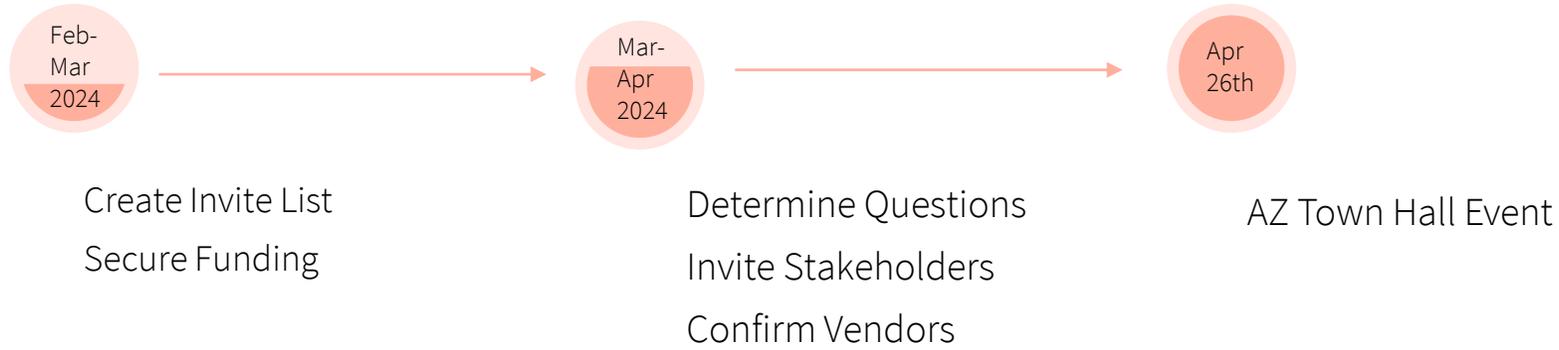
2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how. As opioids have a direct impact to criminal behavior, this Arizona Town Hall will discuss the role opioids play. Someone addicted to opioids struggle to hold a job, which means money is an issue. Without money, someone addicted to opioids is likely to commit a crime (shoplifting, theft, etc.) to fund their addiction. Those that are heavily addicted to opioids could be one dose away from death, which coincidentally, could make the crimes being committed more often and more desperate. Data we glean from this event will aid us in determining if our strategies are effective or need to be modified.
3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)

- |  |  |
|--|--|
| <input type="checkbox"/> Broaden Access to Nalaxone                          | <input type="checkbox"/> Improve Treatment in Jails & Prisons          |
| <input type="checkbox"/> Increase use of Medication Assisted Treatment       | <input type="checkbox"/> Enrich Prevention Strategies                  |
| <input type="checkbox"/> Provide Pregnancy/Postpartum Treatment/Support      | <input type="checkbox"/> Expand Harm Reduction Programs                |
| <input type="checkbox"/> Expand Neonatal Opioid Withdrawal Syndrome Services | <input checked="" type="checkbox"/> Support Data Collection & Research |
| <input type="checkbox"/> Fund Warm Hand-Off Programs & Recovery Services     |  |

Comments to explain how project proposal aligns with one or more core strategies:

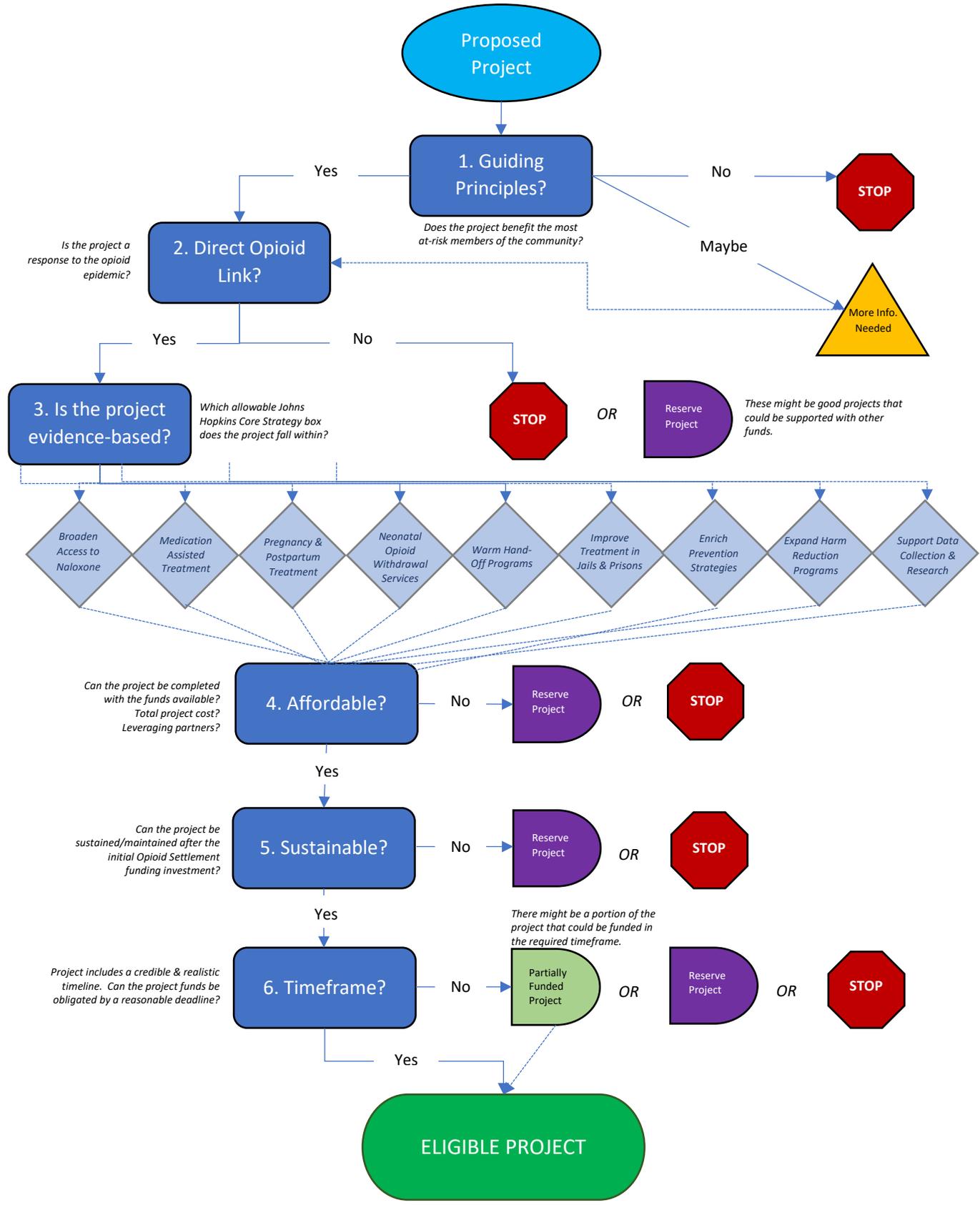
4. How much is the project expected to cost? Our anticipated costs to bring the Arizona Town Hall to Navajo County is approximately \$15,000.00. How much is being requested from Opioid Settlement Agreement funds for the project? We are requesting \$2,500 from Opioid Settlement Agreement funds. Are there any other entities, organizations or grants that could help fund the project? We have secured \$10,000 from Blue Cross Blue Shield of Arizona. We've also secured \$2,500 from Arizona Complete Health.
5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? - This program ask is a one-time event, so there will be no ongoing costs. How could the project be sustained (funded) after the initial opioid settlement agreement funding investment? – N/A
6. Is the project evidence-based or evidence-informed? - This project is evidence-informed. Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness. – This project will follow the practice of using evidence to inform decision making. We will invite community stakeholders and members of the public to present evidence based on what works, what works well, what doesn't work well and what needs to be changed. Information can be in the form of research, professional expertise and those that speak from experience.
7. How long would it take to complete the project? A project timeline, complete with reasonable deadline, should be submitted with the proposal. – The event will be a 4-hour work session, in which 4 questions will be asked, answered and discussed. Information received will be reproduced back to us in the form of a Recommendations Report within 90 days of the event. See attached project timeline.

Approved by the Board of Supervisors:



# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.

- Goals: Identify and remove barriers that limit positive and healthy prevention & recovery in our communities
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    - Direct funds to programs supported by evidence
    - Remove policies that may block adoption of programs that work
    - Build data collection capacity
  - ✓ Invest in youth prevention
    - Direct funds to evidence-based or evidence-informed interventions
  - ✓ Focus on racial equality
    - Invest in communities affected by discriminatory policies
    - Support diversion from arrest & incarceration
    - Fund anti-stigma campaigns
    - Involve community members in solutions, including those with lived experience
  - ✓ Develop a fair & transparent process for deciding where to spend the funding
    - Determine areas of greatest need
    - Receive input from groups that touch different parts of the epidemic to develop the plan
    - Ensure representation that reflects the diversity of affected communities when allocating funds

### Proposed Opioid Settlement Agreement Funding Project Information

Organization Proposing Project: Hushabye Nursery

Project Contact Person: Tara Sundem Executive Director

Contact Phone: 480-486-6065

Contact Email: tara.sundem@hushabyenursery.org

Please provide a description of the project and stakeholders that would be involved:

[Please see narrative answers in attachment](#)

1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?
2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.

Approved by the Board of Supervisors:

3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)

- |  |   |
|--|---|
| <input type="checkbox"/> Broaden Access to Nalaxone                          | <input type="checkbox"/> Improve Treatment in Jails & Prisons |
| <input type="checkbox"/> Increase use of Medication Assisted Treatment       | <input type="checkbox"/> Enrich Prevention Strategies         |
| <input type="checkbox"/> Provide Pregnancy/Postpartum Treatment/Support      | <input type="checkbox"/> Expand Harm Reduction Programs       |
| <input type="checkbox"/> Expand Neonatal Opioid Withdrawal Syndrome Services | <input type="checkbox"/> Support Data Collection & Research   |
| <input type="checkbox"/> Fund Warm Hand-Off Programs & Recovery Services     |   |

Comments to explain how project proposal aligns with one or more core strategies:

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?
5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?
6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.
7. How long would it take to complete the project? *A project timeline, complete with reasonable deadline, should be submitted with the proposal.*

This support would sustain a portion of the project for a 12-month cycle. Please see below for a project plan timeline.

See attached Project Timeline

Approved by the Board of Supervisors:

**From:** [Betsy Ganz](#)  
**To:** [Melissa Buckley](#)  
**Subject:** RE: EXTRE: Hushabye Nursery Grant Request-\$50,000-Navajo County Opioid Settlement Agreement Funding  
**Date:** Saturday, June 1, 2024 9:03:07 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image006.png](#)

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**Caution: This email originated from outside of Navajo County.**

Thank you , Melissa!

I wanted to let you know we were notified late yesterday afternoon that Mohave County had awarded Hushabye Nursery \$50,000 (25%) for this program. I submitted our request to you without knowing the outcome of the Mohave County request (we received notice last week of 25% support from Yavapai County and that information was included as an additional funder for this project), but wanted to share with you as soon as we were notified.

Very Gratefully,

Betsy Ganz  
Hushabye Nursery  
[www.hushabyenursery.org](http://www.hushabyenursery.org)

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**From:** Melissa Buckley <Melissa.Buckley@navajocountyaz.gov>  
**Sent:** Friday, May 31, 2024 8:09 AM  
**To:** Betsy Ganz <betsy.ganz@hushabyenursery.org>  
**Subject:** EXTRE: Hushabye Nursery Grant Request-\$50,000-Navajo County Opioid Settlement Agreement Funding

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you this has been received.

*Thank you,*

Melissa W. Buckley, MMC

Clerk of the Board  
Navajo County, AZ



**Email:** [melissa.buckley@navajocountyaz.gov](mailto:melissa.buckley@navajocountyaz.gov)

**Web:** [www.navajocountyaz.gov](http://www.navajocountyaz.gov) **Address:** 100 East Code Talkers Drive, Holbrook, AZ 86025

**Teamwork | Accountability | Integrity | Excellence | Innovation**

*To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the Board. Members of the Board may reply to this message, but they should not send a copy of their reply to other members.*

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**From:** Betsy Ganz <[betsy.ganz@hushabyenursery.org](mailto:betsy.ganz@hushabyenursery.org)>

**Sent:** Friday, May 31, 2024 7:25 AM

**To:** Melissa Buckley <[Melissa.Buckley@navajocountyaz.gov](mailto:Melissa.Buckley@navajocountyaz.gov)>

**Subject:** Hushabye Nursery Grant Request-\$50,000-Navajo County Opioid Settlement Agreement Funding

You don't often get email from [betsy.ganz@hushabyenursery.org](mailto:betsy.ganz@hushabyenursery.org). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Hi Melissa,

Thank you for the opportunity to submit our Hushabye Nursery program Mending Mamas to Navajo County for Opioid Settlement Agreement Funding.

Hushabye Nursery is thankful for the opportunity to partner with you in this important work.

Very Gratefully,

Betsy Ganz

Hushabye Nursery

Fund Development

602-361-5808

[www.hushabyenursery.org](http://www.hushabyenursery.org)

# **Hushabye Nursery- Mending Mamas**

## **SUD/ODU Outreach, Treatment and NAS Care for Infants**

### **Navajo County Project Timeline**

**June 2024-** Reestablish Project Goals and Measures (KPIs); Weekly Servicing Review using KPI performance goals (ongoing through project)

**July 2024** Outreach, existing MOUs, identify, confirm and establish new partner collaborations

**Aug 2024-** 90-day Assessment/Improvement- Nichole, Janelle, Alicia, Cyndi- HBN Team

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**Oct 2024-** Weekly servicing reviews

**Nov 2024-** 90-day Assessment/Improvement (6-month review)- Nicole, Janelle, Alicia, Cyndi

**Dec 2024-** Weekly servicing reviews

**Jan 2025-** Weekly servicing reviews/2024 Assessment

**Feb 2025-** 2024 Recommendations/90 day Assessment/Improvement- Nicole, Janelle, Alicia, Cyndi

**Mar 2025-** Final Grant reporting and recommendations for improvements- Hushabye Team

**Apr 2025-** Weekly servicing reviews

**May 2025-** 90-Day Assessment

**June 2025-** Annual Assessment Final Grant reporting Preparation

[www.hushabyenursery.org](http://www.hushabyenursery.org)

# Hushabye Nursery- Mending Mamas

## SUD/ODU Outreach, Treatment and NAS Care for Infants

### 1. How does the project support the County's Guiding Principles?

The goals of the Guiding Principles of Navajo County and the mission statement of Hushabye Nursery (HBN) deeply align; to improve the health of those directly impacted by the opioid epidemic in Navajo County and to provide comprehensive and compassionate care to newborns affected by Neonatal Abstinence Syndrome (NAS) and their families. Here are the key aspects of the mission of Hushabye Nursery:

- **Supporting mothers and families:** HBN offers a safe and inclusive space for mothers, families, and caregivers from pregnancy through childhood. This includes providing Opioid Use/Substance Use Disorder (OUD/SUD) medically assisted treatment, mental health services, parenting classes, education and housing referrals.
- **Treating NAS:** HBN's short-term medical care helps infants recover from NAS in a therapeutic environment.
- **Building resilience:** Hushabye Nursery works to empower families and build a support system that fosters hope and a positive future.
- **Reducing stigma:** They actively educate the community to dispel negative stereotypes surrounding substance use disorder and NAS.

Hushabye Nursery aims to improve the lives of children and families struggling with NAS in Navajo County by providing holistic care and promoting long-term well-being.

Hushabye Nursery was able to open a 12-bed residential detoxification nursery on November 15, 2020, with the objectives of caring for infants suffering from NAS and providing intensive family services to their caregivers as part of Arizona's response to the opioid crisis. Hushabye Nursery is licensed with the Arizona Department of Health as a Level 1 Sub-Acute Facility and is accredited through CARF International. Hushabye Nursery's integrated, comprehensive approach is the FIRST and ONLY of its type in Arizona and only the third in the nation. After three years of residential clinical treatment for almost 800 babies served, Hushabye Nursery has touched but a fraction of the babies in need of our care.

## **Does the project benefit the population most impacted in Navajo County Community?**

Hushabye Nursery's primary objective of this request is to meet all Navajo County moms experiencing substance use disorder prenatally to provide life-saving NAS care for their infants and to provide compassionate behavioral health care and equal access to coordinated care resources. Better access to services through Hushabye Nursery will improve SDOH (Social Determinants of Health) for Navajo County infants, moms, families and caregivers through Navajo County hospitals navigation and enhanced community referrals through a trauma informed lens.

Navajo County has seen a significant rise in opioid-related issues. Hospital visits due to opioids quadrupled between 2008 and 2017, and the county has a higher rate of opioid-related deaths than both the state and national averages. According to the Navajo County 2019 Overdose Fatality Report, 45% of the fatalities reported mental health issues and 53% were women.

Hushabye Nursery seeks to reach out to Navajo County moms struggling with OUD prenatally so they may receive NAS services and wraparound maternal mental health services and support services for the family and caregivers in Navajo County. HBN will identify sources in the Navajo County community who are working in the OUD/SUD space to identify moms who need our help. HBN will be speaking at the 50<sup>th</sup> Annual Rural Health Conference in Flagstaff June 4-5 and will connect with additional providers in the rural community space to address health disparities and access to NAS care and SUD/OUD treatment. Additionally Hushabye Nursery has connected with Community Medical Services in Show Low, Community Bridges, and Summit Health Regional Medical Center (Brenda, Lunt, Susie Salvo-Wendt, Nancy Mitchell) Navajo County Justice Department/Adult Probation (Jason Cash) Hope Inc. Arizona Horizons, Peer Support Organization (Becca King, COO), Navajo County COPE Program (County Overdose Prevention and Engagement-Dawn Wilson) Care 1<sup>st</sup>-Vicky Cons, Director of Behavioral Health Services, Northland Therapy Services, Dyan Roosma, Healthy Families Program Manager Navajo County and Gina Cornwell, Program Supervisor for Winslow/Holbrook. HBN anticipated referrals to increase within Navajo County through the implementation of this proposed project.

## **2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.**

Yes. Hushabye Nursery treats infants with Neonatal Abstinence Syndrome (NAS) and provides treatment (MAT), Behavioral health counseling and referrals for all our moms who experience OUD/SUD.

The US National Institute for Mental Health states mental health disorders can contribute to opioid use disorder (OUD) and substance use disorder (SUD). People with a mental disorder

(e.g., anxiety, depression, PTSD) may use drugs to self-medicate. Arizona drug use among pregnant women skyrocketed by 80% from 2015 to 2019. All Hushabye moms struggle with OUD/SUD and face incredible stigma: From a lack of understanding that opioid use disorder is a brain disease, to perceptions that their dangerous choices are of free will. Such fragmentation exacerbates their inherent fear, lack of trust, and origin mental health issues. Ninety-six percent (96%) of Hushabye mothers meet the federal guidelines for poverty. Sixty-nine percent (69%) have a history of domestic violence, fifty-one percent (51%) experience sexual violence, and over thirteen percent (13%) have been victims of human sex trafficking. Race/Ethnicity: 35% Hispanic/Latino; 20% Caucasian; 20% Declined Answer; 7% African American; 7% Multi-Racial; 5% American Indian/Alaskan Native; 6% Other.

**3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)**

- Broaden Access to Nalaxone
- Increase use of Medication Assisted Treatment
- Provide Pregnancy/Postpartum Treatment/Support
- Expand Neonatal Opioid Withdrawal Syndrome Services
- Fund Warm Hand-Off Programs & Recovery Services
- Improve Treatment in Jails & Prisons
- Enrich Prevention Strategies
- Expand Harm Reduction Programs
- Support Data Collection & Research

**Comments to explain how project proposal aligns with one or more core strategies:**

**This Hushabye Nursery project (Mending Mamas) meets the abatement strategy as outlined in Exhibit A of the One Arizona Opioids Settlement Funds Agreement:**

Hushabye Nursery directly provides care to infants suffering from substance withdrawal (Neonatal Abstinence Syndrome). HBN empowers moms, families and caregivers with wraparound behavioral health and counseling support services that address, prevention, harm reduction, safe parenting, Treatment and recovery from OUD/SUD.

Hushabye Nursery directly provides Section A at varying levels; Section B; Directly or through referral: Section C: 1,6,9,10,12,14,16 (balance is referred); Section D- Hushabye supports families through the justice court process in navigating Department of Child Safety (DCS) cases (not listed but would fall under Section D) Section E- All services ;referral for E-2; Referral or Direct Involvement- Sections G,H, I,J,K,L (Research-Impact Reporting)

Hushabye Nursery is a SAMSA grant awardee of the Recovery Innovation Challenge Grant

**4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?**

Total cost for the Mending Mamas project is \$200,000 . **Hushabye Nursery is respectfully requesting \$50,000 of support from Navajo County-** approximately 25% of the project. Hushabye Nursery has requested funding from Mohave County and Yavapai County for this program. Hushabye Nursery has received a pledge of \$50,000 from Yavapai County so far and the Mohave County award is pending. The balance of funds would be generated through fee for services. This work will help to serve approximately 350 moms, their babies and caregivers (if mom is absent postpartum).

**5. Are there any other entities, organizations or grants that could help fund the ongoing costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?**

Hushabye Nursery believes that we can secure continued county funding and philanthropic support for this program because of the dire need to reach moms in SUD/ODU crises in every county, who need compassionate, trauma informed care to reduce stigma and shame. HBN will enhance fundraising efforts to philanthropic foundations and individual donors. HBN just hired a

Development Manager/PR Lead to reach out to new partners in mission and in philanthropy. HBN Has been encouraged to find the philanthropic community recognizing the urgency to help moms in crisis. HBN has been awarded grants by Federal, State and County agencies along with local philanthropic foundations including The Parsons Foundation, Thunderbirds Foundation, Diane and Bruce Halle Foundation, Del E. Webb Foundation and BHHS Legacy Foundation. Individual donors support Hushabye Nursery and Hushabye Nursery also receives a portion of revenue from fees for services.

Hushabye Nursery has engaged Grey Media to enhance awareness and visibility of Hushabye in the state of Arizona. Hushabye also employs a Social Media Manager to strategically boost paid postings to potential mothers, families, and caregivers needing our services. Additionally, Hushabye Nursery has systematically conducted social media geo-coding to target location-specific areas of high substance abuse. These strategies will be increased for Navajo County to encourage direct reach back from potential clients and to increase awareness and visibility of Hushabye Services to additional potential referral sources.

**6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.**

Hushabye Nursery's care model provides the ideal setting for the family centered Eat, Sleep, and Console (ESC) best practice, evidence-based care protocol for infants experiencing Neonatal Abstinence Syndrome (NAS). Hushabye Nursery is licensed with the Arizona Department of Health as a Level 1 Sub-Acute facility and is accredited through CARF International. Hushabye Nursery is the only NAS facility in the country to provide compassionate wraparound support services to families and caregivers of infants experiencing Neonatal Abstinence Syndrome.

Through the HOPPE program, Hushabye Nursery provides prenatal and postpartum education through its Hushabye Opioid Pregnancy Preparation and Empowerment program (HOPPE). We serve the entire family system impacted by substance use and trauma by providing mental health support, parenting support resources, peer-to-peer support, and rigorous and compassionate case management to families to ensure that the infants are discharged to empowered, loving caregivers.

Intake	Determines eligibility	Hushabye, LCSW, during intake
Adverse Childhood Experiences Survey (Evidence-based practice)	Assesses exposure to trauma and adverse experiences. Provides insight for Family Coach and participant to address issues.	Hushabye, LCSW, within 14 days of admission.
Ages and Stages Questionnaire, III (ASQ-3)	The ASQ-3 pinpoints developmental progress in children between one month and 5.5 years of age.	Hushabye, LCSW, 4-6 weeks post-natal.
Protective Factors Survey	The FRIENDS National Resource Center for Child Abuse Prevention has developed the Protective Factors Survey and performed validity testing on the tool.	Hushabye, LCSW administered to parents 60-day intervals.

The Project evaluation will include, but not be limited to Intake forms, ACES Survey, Ages and Stages Questionnaire, and the Protective Factors Survey.

Hushabye Nursery has continued to successfully meet goals and timelines on projects independently and with collaborating agencies and municipalities on grant servicing, direct-service delivery and wrap around support services. Hushabye has invested in management tools that ensure organizational capacity through implementation of the KPI (Key Performance Indicator) system of measurement. KPI tracking is a management tool that tracks progress towards an agency’s specific program goals. KPIs help Hushabye Nursery understand how well they’re performing against their objectives. By monitoring KPIs, we can identify areas for improvement and make data-driven decisions. KPIs are the critical, high-level indicators, while metrics can be any measurable data point that contributes to a KPI (Alicia Bernal, our Data Analyst will provide metrics for programming in this grant request.). Leadership measures KPI of staff and programs on an ongoing basis.

**7. How long would it take to complete the project?**

This support would sustain a portion of the project for a 12-month cycle.

Please see below and attached for a project plan timeline.

## **Navajo County Project Plan Timeline**

**June 2024-** Reestablish Project Goals and Measures (KPIs); Weekly Servicing Review using KPI performance goals (ongoing through project)

**July 2024** Outreach, existing MOUs, identify, confirm and establish new partner collaborations

**Aug 2024-** 90-day Assessment/Improvement- Nichole, Janelle, Alicia, Cyndi- HBN Team

**Sept 2024** -Weekly servicing reviews

**Oct 2024-** Weekly servicing reviews

**Nov 2024-** 90-day Assessment/Improvement (6 month review)- Nicole, Janelle, Alicia, Cyndi

**Dec 2024-** Weekly servicing reviews

**Jan 2025-** Weekly servicing reviews

**Feb 2025-** Year End/90 day Assessment/Improvement- Nicole, Janelle, Alicia, Cyndi

**Mar 2025-** Final Grant reporting and recommendations for improvements- Hushabye Team

**Apr 2025-** Weekly servicing reviews

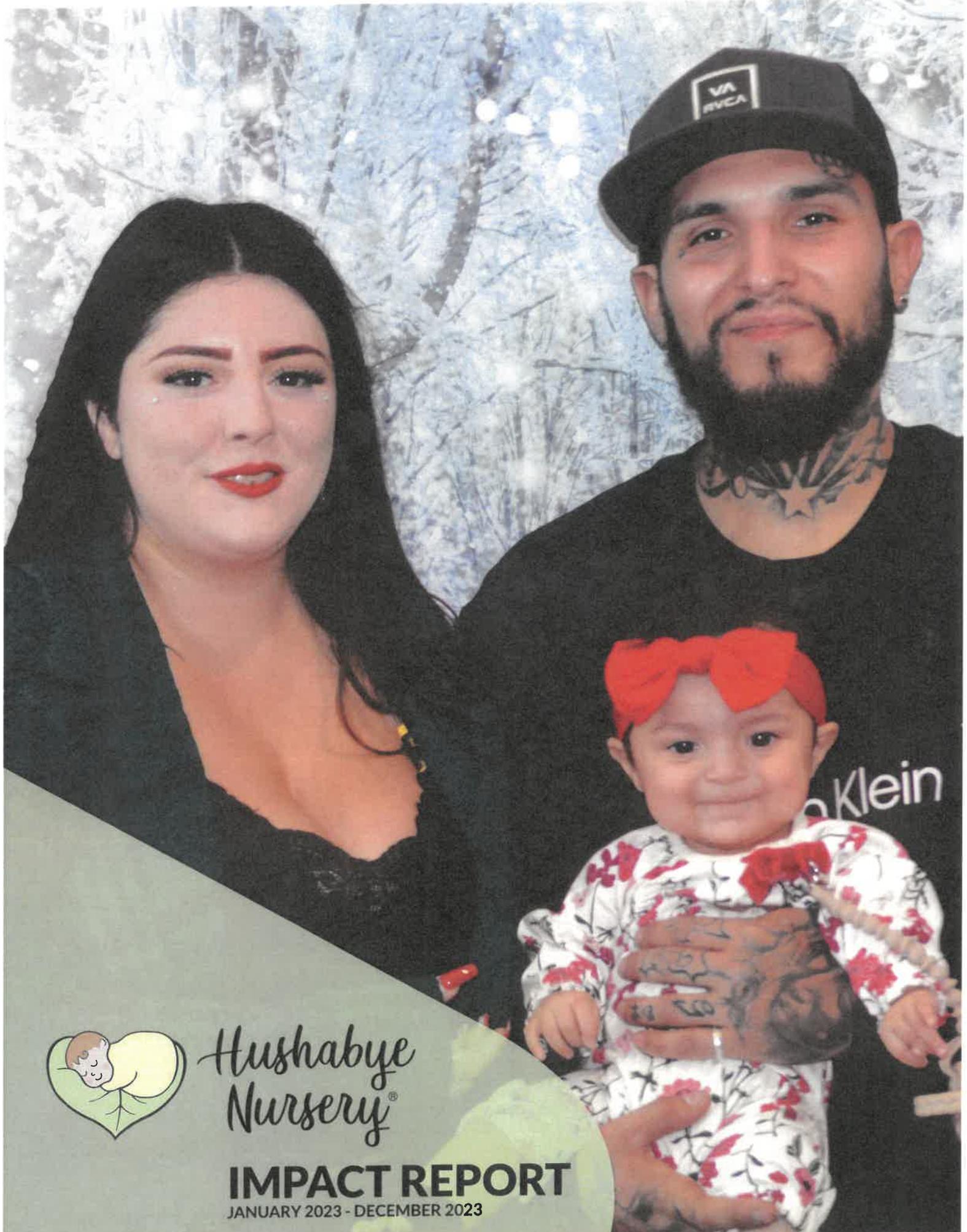
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**June 2025-** Annual Assessment Final Grant reporting Preparation

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Data Analyst will provide metrics for programming in this grant request). Leadership measures KPI of staff and programs on an ongoing basis.

**Please see attached Budget template and Budget narrative in PDF**



Hushabye  
Nursery®

**IMPACT REPORT**

JANUARY 2023 - DECEMBER 2023



Hushabye  
Nursery®

# IMPACT REPORT

JANUARY 2023 - DECEMBER 2023

**We offer compassionate, evidence-based care that positively changes lives.**

Opioid Use Disorder (OUD) during pregnancy has been linked to serious negative health outcomes for pregnant women and developing babies including preterm birth, stillbirth, maternal mortality, and Neonatal Abstinence Syndrome (NAS).

Hushabye Nursery is working to improve systems to help ensure that every newborn experiencing NAS, and their family experiencing OUD, receive the right care at the right price for better overall health outcomes.

## Reduced Length of Stay

Average NICU stay is

**22 DAYS**

in Current Standard of Care

Average Hushabye Nursery stay is

**9 DAYS**

Our innovative care model for treatment of NAS infants significantly decreases length of stay.



## Dramatic Decrease in Cost

Average NICU cost is

**\$44,824**

Average Hushabye Nursery cost is

**\$11,659**

The financial savings to the health care industry could be substantial as a majority of newborns with NAS are insured by Medicaid.



## COMMUNITY REFERRALS

Hushabye Nursery helps families navigate the health care maze as well as other critical systems and social services. We made

**2,283**

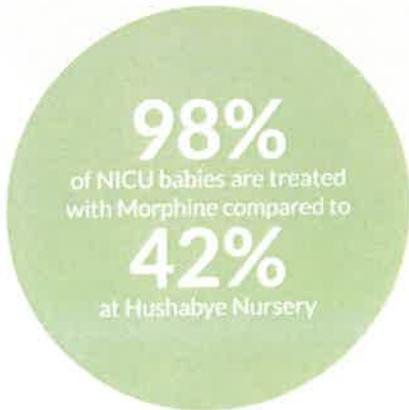
referrals to community partners.

Infants Breastfeeding **26%**



## Decreased Usage of Morphine

Hushabye Nursery's integrated, family-centered, trauma-informed care model provides the ideal setting for implementation of the Eat, Sleep, Console method that minimizes the need for pharmacologic support.



## We Served

**724**  
**PARENTS**  
(Outpatient) and

**268**  
**INFANTS**  
(Inpatient)

### 90 DAY FOLLOW UP

**80%**  
Decrease in substance use.

**77%**  
Increase in patient safety.

**75%**  
Increase in parenting knowledge.

### CLIENT SATISFACTION

**99%**  
Would recommend the program to someone they cared about.

**99%**  
Felt safe.



Since Opening November 2020

**1656 PARENTS | 695 INFANTS**



## High Success Rate in Working With Mothers Prenatally



"I will be forever grateful for Hushabye. My recovery was something I wasn't sure existed. I am happy and healthy and so is my family. Hushabye is like my extended family as well. Thank you guys!"  
- Hushabye Momma



# Exhibit B – Navajo County

Line-Item Budget including Total Funding Narrative

Name	Item	Amt	%	
Alicia Bernal	Reporting	54,912.00	5.00%	3,550.00
Cyndi Simmons	Reporting	90,000.00	5.00%	4,500.00
Janelle Jones	Public Relations / Develop Mgr.	70,000.00	24.00%	16,800.00
Nicole Thomas	Rn Case Mgmt	91,520.00	23.60%	21,600.00
	Total Personnel	306,432.00		46,450.00
	Fringe		7.65%	3,553.43
	Subtotal			50,003.43
	Indirect		0%	-
	<b>Total</b>			<b>50,003.43</b>

**Budget Notes:**

Janelle Jones- 24% FTE- Community outreach and partner agency referral engagement to identify moms experiencing SUD prenatally and within the hospital/health systems

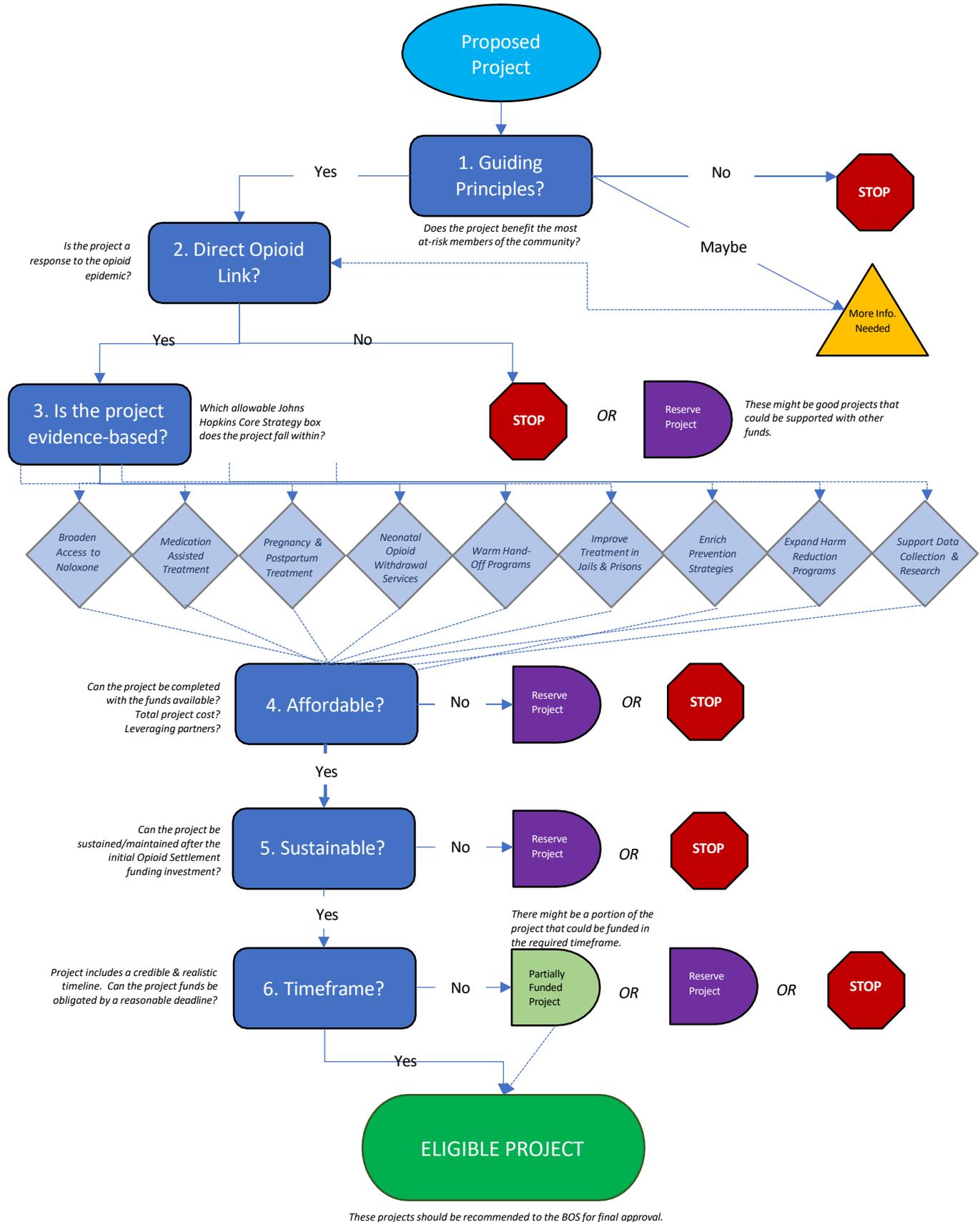
Nicole Thomas- 23.6% FTE -RN Case management Intake Coordination, first touch for new outreach referrals

Alicia Bernal/Cyndi Simmons -5% FTE- Program Outcomes-Impact and accountability

Hushabye Nursery is requesting approximately 25% of funding for this program from Navajo County. Hushabye Nursery has received \$50,000 from Yavapai County and requested \$50,000 from Mohave County to increase outreach outside of Maricopa County. Hushabye Nursery projects additional funding will come from private philanthropy and fee for services.

# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

*Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.*

- Goals: *Identify and remove barriers that limit positive and healthy prevention & recovery in our communities*
- Guiding Principles
  - ✓ *Spend money to save lives*
    - *Supplement rather than supplant existing funding*
    - *Don't spend all the money at once or on one initiative*
    - *Report to the public where the money is being spent & measures to determine success*
  - ✓ *Use evidence to guide spending*
    - *Direct funds to programs supported by evidence*
    - *Remove policies that may block adoption of programs that work*
    - *Build data collection capacity*
  - ✓ *Invest in youth prevention*
    - *Direct funds to evidence-based or evidence-informed interventions*
  - ✓ *Focus on racial equality*
    - *Invest in communities affected by discriminatory policies*
    - *Support diversion from arrest & incarceration*
    - *Fund anti-stigma campaigns*
    - *Involve community members in solutions, including those with lived experience*
  - ✓ *Develop a fair & transparent process for deciding where to spend the funding*
    - *Determine areas of greatest need*
    - *Receive input from groups that touch different parts of the epidemic to develop the plan*
    - *Ensure representation that reflects the diversity of affected communities when allocating funds*

Approved by the Board of Supervisors:

## Proposed Opioid Settlement Agreement Funding Project Information

**Organization Proposing Project:** Friends of Navajo County Anti-Drug Coalition, DBA Nexus Coalition for Drug Prevention

**Project Contact Person:** Vicky Solomon

**Contact Phone:** 928.243.2014

**Contact Email:** vicky@nexuscoalition.org

### **Please provide a description of the project and stakeholders that would be involved:**

Nexus Coalition for Drug Prevention (Nexus) is the primary substance use prevention coalition in Navajo County and offers the sole school-based drug prevention education programs. The coalition takes a proactive approach to providing individuals with the knowledge and skills necessary to prevent potential issues and overcome challenges. The goal of our project is to empower youth to make informed decisions, cultivate healthy behaviors, and positively influence their lives and communities.

The name of our project is ***Strengthening Prevention to Reduce Opioid Use Disorder in Navajo County***. Our approach is to work upstream, focusing on prevention by providing education that empowers students with the tools and understanding to prevent and address challenges they may face. Nexus will start by incorporating two of SAMHSA's Strategies and Programs to Prevent Substance Use, offering information and prevention education. Nexus has extensive experience in implementing the Strategic Prevention Framework model and utilizes the seven strategies for community-level change. This project will establish the necessary infrastructure to promote prevention and enhance overall wellbeing, while also gaining support from various community sectors to bolster these grassroots efforts.

The following strategies outline how this will be accomplished:

#### **Strategy 1: Engaging Partners in Raising Awareness of Prevention Education**

This grant will facilitate collaboration with local organizations to create a joint campaign that promotes each other's prevention initiatives. Progress towards achieving this strategy will be monitored through meeting notes and the execution of an outreach plan that incorporates anti-stigma campaigns and naloxone education, targeting rural areas in the county and ensuring cultural sensitivity.

On the Navajo Nation, we have established trusted relationships with the Youth Wellness Program at Indian Health Care Center, Tiisyaakin Residential Hall in Holbrook, Dilkon Community School, Indian Wells Elementary School, and Eagledancer Youth & Family Services. Other key community partners that we will engage with include Navajo County Public Health, AZ Youth Partnership, AZ Complete Care, Navajo County Sheriff's Department, Navajo County CASA, AZHIDTA, National Guard (DDRO) and the National Alliance for Mental Illness (NAMI). These agencies will be part of the team and will help inform the outreach plan.

#### **Strategy 2: Developing Skills for Making Healthy Choices**

The data from the Arizona Youth Survey demonstrates that Nexus efforts have been effective in reducing youth substance use. Lifetime alcohol use in the coalition's target service area decreased by 37.6% between 2018 and 2022. Part of this success can be attributed to educational classes. This proposal aims to expand school-based

## Proposed Opioid Settlement Agreement Funding Project Information

education to lower grades, enhancing youth resiliency in making healthy choices and preventing the onset of substance use.

School-based education will include offering a variety of curricula in Northern Navajo County. Educational partners include schools in Dilkon, Indian Wells, and Holbrook. Additionally, youth will be recruited to provide feedback on the classes, identify areas for improvement, and recommend other activities that will support students' healthy choices.

### **1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?**

This project focuses on the County's Guiding Principle: **Invest in youth prevention**. The curricula that will be offered to the schools are either evidence-based or evidence-informed, aligning with the principle's description to direct funds to evidence-based or evidence-informed interventions. Each school will choose the program that best fits their needs and grade level for implementing the lessons.

We believe that awareness of opioid issues is dangerously low in our community, leaving youth, parents, and caregivers vulnerable to being blindsided by this recent wave of the opioid epidemic. Between 2022 and 2023, the Arizona Department of Health Services (ADHS) reported a 29% increase in fentanyl overdoses. In 2023, fentanyl was involved in 73.6% of verified non-fatal opioid overdose events with 3.5% occurring in the 0-17 age bracket. They also determined that 97.5% of opioid deaths were from Rx/Synthetic drugs which includes synthetic opioids such as fentanyl. According to the ADHS opioid dashboard, from 2017 to 2024, eleven percent of opioid deaths in Navajo County were in the 18 to 24 age range. We also know that there have been overdose deaths for county youth under the age of 18 that are not in the database. The increase in illicit fentanyl coming across the Arizona border is a likely driver of teen drug overdoses in our state and county. Given the immediate dangers of illicit opioids for youth and the rise in opioid-related deaths among youth and young adults, the need to continue implementing strategies to prevent use among our youth is essential.

In addition to youth prevention, activities will also focus on increasing access to naloxone. When working in schools, Nexus staff will provide information on naloxone education availability and connect the school with training resources. This will ensure that naloxone is readily available on campuses, potentially saving lives. Nexus will also collaborate with schools interested in enhancing prevention efforts through initiatives like the Communities That Care program.

### **2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.**

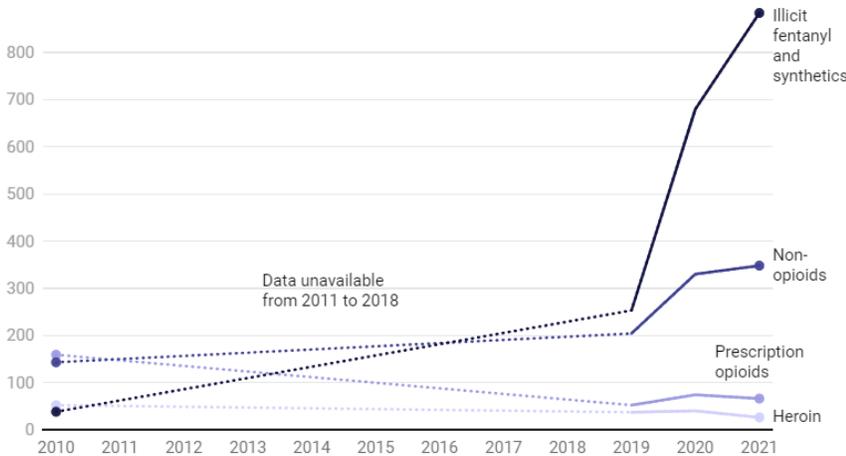
Nexus believes it is crucial to take a proactive prevention approach to address the impact of the opioid epidemic, especially among our older elementary students. According to the 2022 Navajo County Arizona Youth Survey (AYS), 59.9% of 8<sup>th</sup>, 10<sup>th</sup> and 12<sup>th</sup> graders in the county had not heard of fentanyl. Drug networks use popular social media platforms like TikTok, Instagram and Snapchat to market illegal fentanyl to youth. The AYS also found that 11% of our students believed it was easy to get the drug, which is 10.8% higher than their counterparts in the state. This potent synthetic opioid is designed to resemble candy and is aimed at children and young people. Those who have never used drugs may unknowingly consume something so deadly.

## Proposed Opioid Settlement Agreement Funding Project Information

Shockingly, 82.9% had not discussed the dangers of fentanyl with a parent or guardian. Despite the opioid crisis being in the headlines for three decades, it continues to impact our youth as shown in the graph.

### Illicit fentanyl drastically killed more teens after 2019

Adolescents between 14 and 18 drug overdose deaths, 2010-2021



\*Non-opioids\* category includes benzodiazepines, cocaine and methamphetamine.

Chart: Jasmine Ye Han/K-12 Dive • Source: Journal of the American Medical Association • Get the data • Created with Datawrapper

Nexus recognizes the importance of supporting and enhancing students’ resiliency, self-reliance, coping skills and positive relationships so that they feel empowered to resist offers of drugs and alcohol and seek help when needed. Over the past five years, we have collaborated with schools to incorporate trauma-informed practices, utilize evidence based/evidence informed curricula, organize supportive pro-social events, and involve parents in activities alongside their children. Additionally, we have offered classes for at risk youth through Teen Court. These classes have proven beneficial in shifting away from punitive measures for students struggling with addiction or facing academic and behavioral challenges, particularly when addiction is a family issue.

### 3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)

**Broaden Access to Naloxone**

- Increase use of Medication Assisted Treatment
- Provide Pregnancy/Postpartum Treatment/Support
- Expand Neonatal Opioid Withdrawal Syndrome Services
- Fund Warm Hand-Off Programs & Recovery Services
- Improve Treatment in Jails & Prisons

**XX Enrich Prevention Strategies** – funds will be used to provide school-based education and outreach prevention messaging

- Expand Harm Reduction Programs

**XX Support Data Collection & Research** – all activities will include and evaluation component and support data collection.

### Comments to explain how project proposal aligns with one or more core strategies:

## Proposed Opioid Settlement Agreement Funding Project Information

Our approach is to work upstream by providing education that empowers students with the tools and understanding needed to prevent and mitigate various challenges they may encounter. Nexus will start by integrating two of SAMHSA's Strategies and Programs to Prevent Substance Use, offering information and prevention education. This project will establish the infrastructure to support prevention and promote positive wellbeing while also gaining community support from multiple sectors to endorse these grassroots efforts.

### **Strategy 1: Engaging Partners in Raising Awareness of Prevention Education**

Nexus collaborates with numerous organizations throughout the county. By utilizing these established relationships, we aim to strengthen partnerships to promote prevention messaging as well as Naloxone education and distribution. This work supports the guiding principle of Broaden Access to Naloxone.

Activities will include:

- Within the first year of the grant, Nexus plans to team up with 12 organizations to develop a campaign that supports each other's prevention initiatives. Progress will be assessed based on meeting documentation and the implementation of an outreach plan.
- By the end of the first year of the grant, new prevention and Naloxone education messages will be disseminated to 10,000 Navajo County residents. This progress will be measured through media reach and analytics.

### **Strategy 2: Developing Skills for Making Healthy Choices**

One study discussed how school-based prevention programs can be one of the most effective strategies for reducing substance use among young people. With that in mind, Nexus will offer a variety of curricula for schools to choose from including A Little SPOT, BTAPS, Ask/Listen/Learn, Keep a Clear Mind, and/or Botvin LifeSkills. Data gathered from retrospective surveys will help achieve the goal of collecting research data. Working with schools will also allow for encouraging the schools to participate in the biennial Arizona Youth Survey. This data will also assist with tracking youth responses to questions about opioids, risk and protective factors, and youth resiliency. These activities support two of the application's core strategies: Enrich Prevention Strategies and Support Data Collection & Research.

Activities will result in:

- By the end of the 2024-25 school year, 180 students will have participated in evidence based or evidence informed presentations resulting in an increase in skills for resolving problems with their peers as measured by retrospective surveys.
- By the end of the 2024-25 school year, 180 students will have participated in evidence based or evidence informed presentations resulting in an increase in skills for making healthy choices as measured by retrospective surveys.

#### **4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project?**

To implement this project in schools that currently do not receive prevention education in Navajo County, the annual cost will be \$110,000. This budget will cover staff salaries, benefits, travel expenses, program supplies, media resources, and support from the fiscal agent. Nexus is seeking \$50,000 from the Opioid Settlement Agreement to focus on the northern region of Navajo County.

## Proposed Opioid Settlement Agreement Funding Project Information

### 5. Are there any other entities, organizations or grants that could help fund the project?

The Friends of Navajo County Anti-Drug Coalition, a 501(c)3 organization, was established in April 2008. This group provides support to the Nexus Coalition for Drug Prevention and operates a fundraising committee. The Nexus infrastructure is designed to handle various funding sources, and the coalition has effectively managed private, state, and federal grants in the past.

Nexus has submitted an application for specific matching grant funds for youth prevention education which is expected to be approved this summer. Additionally, we will seek smaller foundation funding to further support our prevention efforts. Our previous fundraisers have been successful and will contribute to funding the project.

### 6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.

School based education, delivered by coalition staff, will integrate evidence-based programs including Botvin LifeSkills and/or Keep A Clear Mind (KACM). Botvin's provides youth with life skills and substance use prevention education that has been proven to increase their ability to handle stress, develop critical life skills, improve resistance skills, and reduce substance use. The curriculum addresses various drug prevention efforts related to marijuana, underage drinking, and opioids, as well as social skill development and resiliency-building. This program was chosen for its effectiveness in reducing youth use of the target substances, being trauma-informed, and its success in building resiliency among youth. The KACM curriculum is a parent-child, take-home program in drug education that is implemented through the child's classroom teacher. It has been field-tested and rigorously evaluated in grades 4, 5, and 6. Work with schools will include peer education, family engagement, and alternatives to suspension.

Evidence informed curriculum choices include A Little SPOT, BTAPS, and/or Ask/Listen/Learn. *A Little SPOT* is a social-emotional learning program for elementary school students. The program teaches students to name their emotions with colors ("spots"), recognize and acknowledge their emotions when they arise, and then down-regulate and choose how to respond. The One Tree Learning Institute's BTAPS (Belief, Trust, Adaptability, Persistence, Strength) program is the application of resiliency practices that manage stress. The focus is on evidence-based practices and systems of resilience. Ask, Listen, Learn is aimed at grades 4 to 8 with the goal of reducing underage drinking/substance use and increasing conversations between youth and their parents/caregivers.

#### **Outcomes**

The project outcomes will focus on increasing protective factors, reducing risk factors, and building resiliency in youth and community members. Nexus will collaborate with our external evaluator and key external partners to collect data demonstrating progress and effectiveness in achieving project outcomes.

Short-term outcomes for a 12-month action plan include:

1. Increased collaboration with key stakeholders across the service area.

## Proposed Opioid Settlement Agreement Funding Project Information

2. Increased community awareness of prevention, stigma, resiliency, and risk and protective factors related to youth substance use, including fentanyl.

3. An increase in naloxone education opportunities.

Data will be collected through meeting documentation, media analytics, and naloxone education retrospective surveys.

Anticipated Intermediate Outcomes for a 12-month action plan include:

1. A decrease in youth accessing opioids from home, family, and social settings.

2. An increase in youth perception of the risks associated with fentanyl and opioids.

3. An increase in the frequency and quality of parent-child conversations.

4. An increase in youth coping skills and resiliency.

At the coalition level, the fiscal agent maintains a survey library that is utilized by coalition staff. Nexus administers retrospective surveys related to educational sessions such as the delivery of evidence-based programs like Botvin LifeSkills, and unique multi-session skill building programs like BTAPS. The surveys are processed by the evaluator and outcome data is provided through a monthly report to the Executive Director. This data provides measurements to assess whether performance measures related to individual goals and objectives are being achieved.

For output performance measures related to the strategies, each coalition staff member documents all activities monthly in an ACCESS database. Information documented includes funding source, date, staff person, location, activity, duration of activity, number of participants, brochures distributed and a brief narrative about a positive outcome. This information documents fidelity and performance against goals and objectives. Demographics are also collected for each activity. For continuous quality improvement, the evaluator provides a monthly summary report of all activities and survey results to the coalition to ensure the accuracy of the reporting.

Additionally, the evaluator meets with the coalition team to review output and outcome performance against project goals and objectives. Discussions take place about whether performance measures are on track to being met, brainstorming occurs, and a revised plan of action is identified if there is a need for program quality improvement. This ensures that evaluation activities are aligned with program activities.

7. How long would it take to complete the project? *A project timeline, complete with reasonable deadline, should be submitted with the proposal.*

This project is designed for one year with the possibility of updating and expanding activities in future years. The following Nexus project activities will be implemented and are marked by quarterly timelines following the state's fiscal year: Q1 (July-Sept); Q2 (Oct-Dec); Q3 (Jan-March); and Q4 (April-June).

### **Timeline      Person responsible and Activity**

#### **Strategy 1: Engaging Partners in Raising Awareness of Prevention Education**

Q1      Nexus Executive Director (ED): meets with community partners to garner buy-in, develop a Team, and begin plans for a campaign that supports each other's prevention initiatives.

## **Proposed Opioid Settlement Agreement Funding Project Information**

Q1 ED & Administrator: meet with media partners, outline the Team's media plan, request in-kind media matches, and develop new outreach materials as needed.

Q2 ED & Administrator: schedule, promote, and assist with community Team prevention outreach.

Q2, Q3, Q4 ED & Administrator: convene Team members and facilitate meetings; implement all phases of outreach plan; document results.

Q2, Q3, Q4 All Nexus staff: promote prevention messaging and provide educational outreach materials.

### **Strategy 2: Developing Skills for Making Healthy Choices**

Q1 ED posts for and hires a Prevention Specialist. Training is conducted for this staff member. Meet with staff and evaluator to calendar project activities and needs including survey instruments.

Q1 ED & Specialist: reach out to school administrators; secure sites.

Q1 ED, Specialist & Administrator: schedule presentations, work on calendar of school classes, design flyers, and order curricula.

Q1 to Q4 Specialist & Administrator: work with schools to schedule ongoing curricula / classes.

Q2, Q3, Q4 Specialist: Delivers curricula/classes and collects surveys-through May.

Q2, Q3, Q4 All Staff: complete all data documentation for presentations and classes; send documents to the evaluator; review results and adjust tasks as needed. The Evaluator provides survey assessments and coalition reports.

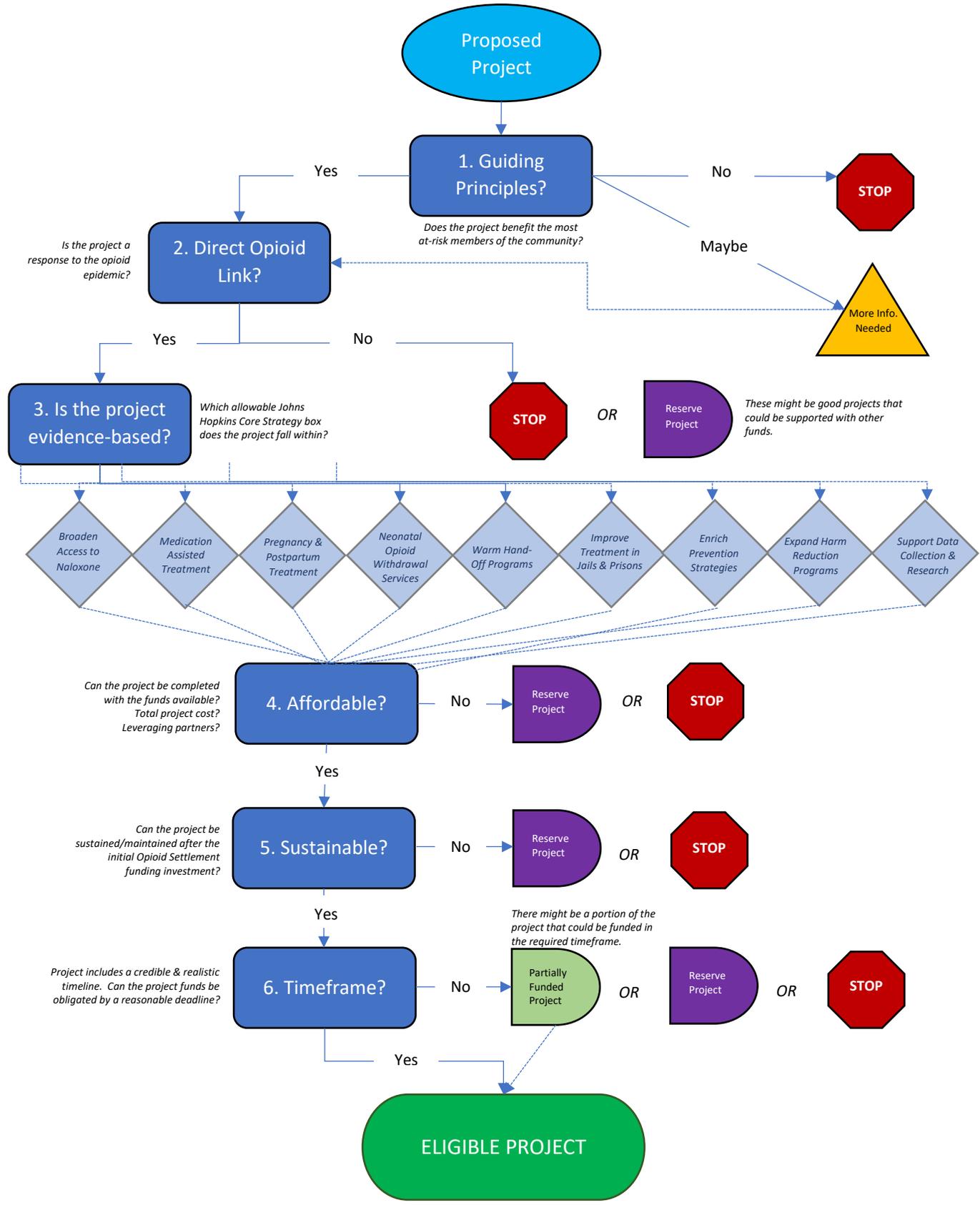
### **Both strategies**

Q1 to Q4 All staff & evaluator: document on-going progress for grant reports from media outreach activities and classroom education.

Q1 to Q4 ED works with the evaluator to ensure completed surveys are tallied and reviewed. The ED submits grant reports.

# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



These projects should be recommended to the BOS for final approval.

Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

*Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.*

- Goals: *Identify and remove barriers that limit positive and healthy prevention & recovery in our communities*
- Guiding Principles
  - ✓ *Spend money to save lives*
    - *Supplement rather than supplant existing funding*
    - *Don't spend all the money at once or on one initiative*
    - *Report to the public where the money is being spent & measures to determine success*
  - ✓ *Use evidence to guide spending*
    - *Direct funds to programs supported by evidence*
    - *Remove policies that may block adoption of programs that work*
    - *Build data collection capacity*
  - ✓ *Invest in youth prevention*
    - *Direct funds to evidence-based or evidence-informed interventions*
  - ✓ *Focus on racial equality*
    - *Invest in communities affected by discriminatory policies*
    - *Support diversion from arrest & incarceration*
    - *Fund anti-stigma campaigns*
    - *Involve community members in solutions, including those with lived experience*
  - ✓ *Develop a fair & transparent process for deciding where to spend the funding*
    - *Determine areas of greatest need*
    - *Receive input from groups that touch different parts of the epidemic to develop the plan*
    - *Ensure representation that reflects the diversity of affected communities when allocating funds*

### Proposed Opioid Settlement Agreement Funding Project Information

Organization Proposing Project: Show Low Police Department

Project Contact Person: Catherine Salazar

Contact Phone: 928-537-5091 ext 245

Contact Email: csalazar@showlowaz.gov

Please provide a description of the project and stakeholders that would be involved:

1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?
  - a. By having our 911 dispatchers Emergency Medical Dispatch (EMD) certified, they can provide immediate first aid assistance to those who are either overdosing, or those who are with someone who is overdosing or has overdosed on any medication or drug, including opioids. The questions they are trained to ask have been reviewed and approved by medical professionals.

Approved by the Board of Supervisors:

- b. The project covers almost all of southern Navajo County for EMS/EMD services, as the Show Low Regional Communications Division dispatches for five different Fire/EMS departments.
2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.
- a. EMD certified dispatchers are trained to recognize the signs of an overdose, and they are trained to ask if the caller has access to Naloxone (Narcan). They are also trained to ask specific questions such as, How many doses do they have, How many doses did they give. By being the first line of contact in an overdose emergency, the dispatcher’s questions and instructions give the victim a better chance of survival.
3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)
- Broaden Access to Naloxone
  - Increase use of Medication Assisted Treatment
  - Provide Pregnancy/Postpartum Treatment/Support
  - Expand Neonatal Opioid Withdrawal Syndrome Services
  - Fund Warm Hand-Off Programs & Recovery Services
  - Improve Treatment in Jails & Prisons
  - Enrich Prevention Strategies
  - Expand Harm Reduction Programs
  - Support Data Collection & Research

Comments to explain how project proposal aligns with one or more core strategies:

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?
- a. EMD certification through an International Academies of Emergency Dispatch approved program is \$500 per dispatcher for a new certification. Recertification is \$50 per year per dispatcher. We certify approximately three new dispatchers a year at a cost of \$1,500, plus recertify approximately 14 dispatchers per year at a cost of \$700. This would be an annual cost of \$2,200.
  - b. Show Low Regional Communications is adding a 6<sup>th</sup> console when we move into our new center later this year. The cost to add the EMD program to this 6<sup>th</sup> console is \$12,350.
  - c. In order to comply with national guidelines, three “Toughbook” laptops are needed. These laptops will have our CAD (computer-aided dispatch) program installed on them. In the event of a bail-out emergency, the dispatchers would be able to move to a different location, plug in the Toughbook laptops, and be able to use our CAD to continue dispatching operations. These laptops are \$3,000 each, for a total of \$9,000.
5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?
- a. The expenses to obtain and maintain additional EMD certifications for our 911 dispatchers will be included in future annual budgets, and they are shared by our stakeholders – the eight agencies for whom we provide dispatch services.
6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.

Approved by the Board of Supervisors:

- a. Giving first aid instructions and instructions as to how to administer Naloxone saves lives, and HIDTA has created a database called "ODMAP" which tracks overdose cases, age and gender of the victim, whether the victim was taken to the hospital, which drug/s are suspected, and whether Naloxone was administered. Having our dispatchers EMD certified provides the basis of evidence in the success rate of Naloxone administered on scene prior to the arrival of first responders.
7. How long would it take to complete the project? *A project timeline, complete with reasonable deadline, should be submitted with the proposal.*
- a. Emergency Medical Dispatch certification is ongoing. Show Low PD Communications hires approximately three new dispatchers a year at a cost of \$500 each for initial certification, and our staffing numbers are 14 dispatchers, which are \$50 per year to recertify.
  - b. The cost for adding the EMD program to the new 6<sup>th</sup> console is a one-time cost. However, our Communications Division is anticipating continued growth with the potential to add at least 3 additional consoles in the future.

Approved by the Board of Supervisors:



**Brad Provost**  
**Chief of Police**



**411 E. Deuce of Clubs**  
**Show Low, Arizona 85901**

August 9, 2024

To Whom it May Concern,

This Addendum will provide clarification to information provided by the Show Low Police Department as part of their application for Proposed Opioid Settlement Agreement Funding Project Information for the Navajo County Opioid Settlement Steering Committee.

On August 8<sup>th</sup>, 2024, the Navajo County Opioid Settlement Steering Committee met to review applications submitted for project funding from the Navajo County Opioid Settlement. During the meeting, the Steering Committee reviewed an application submitted by the Show Low Police Department requesting funding from the Opioid Settlement to purchase Emergency Medical Dispatching (EMD) licensing, fees associated with EMD certifications, and three (laptops) for the EMD program. The Steering Committee requested further information on application questions 4 & 5, which will be answered below:

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?

- a) The program is expected to cost \$23,550. This includes:
  - \$2,200 for EMD certification through an International Academies of Emergency Dispatch approved program (\$1,500 for three new certifications and \$700 for 14 dispatchers to recertify in EMD).
  - \$12,350 for a new EMD program to be added to a new 6<sup>th</sup> console in the Show Low Regional Communications Center.
  - \$9,000 for three new Toughbook laptops. In order to comply with national guidelines, three Toughbook laptops are needed to have Computer-Aided Dispatch (CAD) installed in the event of a bail-out emergency. This would allow dispatchers to move to other locations and continue dispatching with minimal interruption in services to first responders.
- b) The Show Low Police Department is requesting \$23,550 from Opioid Settlement Agreement funds for the project.
- c) There are no other known entities, organizations or grants that could help fund the project.

5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?

a) Yes, there are other entities and organizations that could help fund the ongoing costs. If funds were provided to get the programs started for the 6<sup>th</sup> console, the regional partners (3 police departments and 5 fire departments) would help fund ongoing costs, which would be part of their annual budgeting process.

b) The project would be sustained after the initial opioid settlement agreement funding investment by the regional partners serviced by the Regional Communications Center (3 police departments and 5 fire departments) through their annual budgeting process.

As mentioned in the original application for funds, by having our 911 dispatchers certified in EMD, they can provide immediate first aid assistance to those who are overdosing on opioids or to those who are with someone overdosing on opioids. This immediate medical assistance will help save lives.

Please feel free to reach out to me directly for additional information at (928) 537-5091; extension 233 or [gwestover@showlowaz.gov](mailto:gwestover@showlowaz.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Westover" with a date "11/71" written at the end of the signature.

Greg Westover  
Operational Support Commander



**Board of Supervisors Regular**

**6. a.**

**Meeting Date:** 10/22/2024

**Title:** FP-A 24-004 Forest Trails Unit IV Final Plat Amendment, District III

**Submitted By:** Cody Cooper, Planning Manager

**Department:** Planning & Development Services

**Presented By:** Cody Cooper

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**Motion before the Board:**

**PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 42-2024**, approving/denying a Final Plat Amendment to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV.

**Background:**

**APN#** 206-41-378 through 206-41-426 (inclusive). **Owner:** Forest Trails Unit IV Association. **Agent:** Richard Marchant.

- May 22<sup>nd</sup>, 1989: The Forest Trails Unit III Subdivision was approved by the Navajo County Board of Supervisors.
- January 5<sup>th</sup>, 1995: CC&Rs were recorded with Navajo County from Forest Trails Unit III to remove lots 378 through 426 (now Forest Trails Unit IIIB) from this Unit.
- February 22<sup>nd</sup>, 1995: The First CC&Rs of Forest Trails Unit IIIB were recorded with Navajo County.
- July 18<sup>th</sup>, 2022: Amended CC&Rs were recorded with Navajo County to change the name of Forest Trails Unit IIIB to Forest Trails Unit IV.

**Recommendation:**

Navajo County Planning and Development Services Staff recommend approval of the Final Plat Amendment.

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**Attachments**

Staff Report

Reso. Approval

Reso. Denial

Application

Presentation

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**Form Review**

**Inbox**

Brandt Clark

Form Started By: Cody Cooper

Final Approval Date: 10/10/2024

**Reviewed By**

Brandt Clark

**Date**

10/10/2024 08:57 AM

Started On: 10/09/2024 02:26 PM



NAVAJO COUNTY PUBLIC WORKS DEPARTMENT  
PLANNING & DEVELOPMENT

**STAFF REPORT**

**BOARD OF SUPERVISORS**

**Hearing Date:** October 22<sup>nd</sup>, 2024  
**Case No:** FP-A 24-004  
**Action:** Final Plat Amendment  
**Applicant/Owner:** Forest Trails Unit IV  
**Project Name:** Forest Trails Unit IV Final Plat Amendment

**EXECUTIVE SUMMARY**

**Recommendation:** Staff recommends approval of the Final Plat Amendment.

**Location:** The properties being amended in the Final Plat are located in the Forest Trails III Subdivision in the Overgaard area.

**Size:** Various

**Supervisor District:** III

**Zoning:** SD (Special Development)

**Property Owners:** Forest Trails Unit IV

**Applicant:** Forest Trails Unit IV

**Representative:** Richard Marchant

**REQUEST DESCRIPTION:**

A request by Forest Trails Unit IV Association to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV.

**GENERAL CHARACTER OF NEIGHBORHOOD:**

The properties in the currently Forest Trails Unit IIIB are within the Forest Trails Unit III Subdivision. This is a single-family, Special Development zoned subdivision.

## **BACKGROUND/HISTORY:**

- May 22<sup>nd</sup>, 1989: The Forest Trails Unit III Subdivision was approved by the Navajo County Board of Supervisors.
- January 5<sup>th</sup>, 1995: CC&Rs were recorded with Navajo County from Forest Trails Unit III to remove lots 378 through 426 (now Forest Trails Unit IIIB) from this Unit.
- February 22<sup>nd</sup>, 1995: The First CC&Rs of Forest Trails Unit IIIB were recorded with Navajo County.
- July 18<sup>th</sup>, 2022: Amended CC&Rs were recorded with Navajo County to change the name of Forest Trails Unit IIIB to Forest Trails Unit IV.

## **PROJECT DESCRIPTION:**

This proposal would allow Forest Trails Unit IIIB to officially change the name of the Subdivision for APNs # 206-41-378 to 206-41-426 to Forest Trails Unit IV. The Homeowner's Association has already completed this name change, within the provisions of their CC&Rs. This proposal would only serve to make the name change official with Navajo County and in all County documentation.

## **ZONING DISTRICTS:**

### **ARTICLE 17 – SPECIAL DEVELOPMENT ZONE**

#### **Section 1701 – Purpose.**

1. The purpose of the Special Development zone is to provide for the development of subdivisions and other land use projects containing various dwelling types, necessary commercial centers, off street parking areas, open space areas for recreation, and to preserve a rural atmosphere.
2. Deviations from design standards for the specific zone or zones may be permitted provided open spaces are developed and maintained for the use of the residents and provided further that the parcel size, soil conditions, terrain, ground cover and other significant natural features favor this type of development.

## **COMPREHENSIVE PLAN:**

### **Comprehensive Plan**

There are no relevant goals or policies within the Navajo County Comprehensive Plan that relate to this proposal.

### **Analysis:**

There are no relevant goals or policies of the Navajo County Comprehensive Plan that relate to this project. This proposal serves solely to formalize with Navajo County the Subdivision name change for parcels, which have already been adopted by a Homeowner's Association through Amended CC&Rs.

As of October 9<sup>th</sup>, 2024, Planning and Development Services Staff have not received any comments in favor of, nor against, the proposal.

**FINDINGS OF FACT:**

**1. The item has been properly noticed and posted in compliance with Arizona Revised Statutes and Article 29.**

This item was posted in the October 2<sup>nd</sup>, 2024 edition of The Holbrook Tribune. Postcards were mailed to neighbors within 300 feet of the property.

**2. The proposal is in compliance with the Comprehensive Plan.**

There are no relevant goals within the Comprehensive Plan that relate to this proposal.

**3. The proposed use is compatible with the current and likely future uses of properties in the vicinity of the proposed use.**

This proposal is compatible with all nearby uses.

**4. The proposed use will have minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposed use.**

There will be no adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposal.

**PUBLIC WORKS AND OTHER COUNTY DEPARTMENT'S COMMENTS:**

**COUNTY ATTORNEY:**

Initial: B.C. Date:

**ENGINEERING AND TRAFFIC:**

Initial: W.F. Date:

**DRAINAGE & FLOOD CONTROL:**

Initial: D.P. Date:

**PLANNING AND DEVELOPMENT:**

Initial: C.C. Date:

**PLANNING AND DEVELOPMENT SERVICES RECOMMENDATION:**

Navajo County Planning and Development Services Staff recommend approval of the Final Plat Amendment.



**RESOLUTION \_\_\_\_-24**

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING  
A FINAL PLAT AMENDMENT FOR FOREST TRAILS UNIT IV SUBDIVISION**

**WHEREAS**, an application for a Final Plat Amendment was duly filed on September 11<sup>th</sup>, 2024 by Richard Marchant and Forest Trails Unit IV Association to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 206-41-378 through 206-41-426, inclusive, Township 12 North, Range 17E, Section 28 of the Gila and Salt River Base and Meridian; and

**WHEREAS**, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Final Plat Amendment is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

**NOW, THEREFORE BE IT RESOLVED** the Board of Supervisors hereby approves the Final Plat Amendment.

**PASSED AND ADOPTED** by the Navajo County Board of Supervisors by a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays on this 22<sup>nd</sup> day of October, 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



**RESOLUTION \_\_\_\_-24**

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS DENYING  
A FINAL PLAT AMENDMENT FOR FOREST TRAILS UNIT IV SUBDIVISION**

**WHEREAS**, an application for a Final Plat Amendment was duly filed on September 11<sup>th</sup>, 2024 by Richard Marchant and Forest Trails Unit IV Association to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 206-41-378 through 206-41-426, inclusive, Township 12 North, Range 17E, Section 28 of the Gila and Salt River Base and Meridian; and

**WHEREAS**, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Final Plat Amendment is not consistent with the public health, safety and general welfare and should be denied; and

**NOW, THEREFORE BE IT RESOLVED** the Board of Supervisors hereby deny the Final Plat Amendment.

**DENIED** by the Navajo County Board of Supervisors by a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays on this 22<sup>nd</sup> day of October, 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



NAVAJO COUNTY  
PLANNING & DEVELOPMENT SERVICES  
1100 E. Thornton Rd., Show Low, Arizona 85901  
Post Office Box 668, Holbrook, Arizona 86025  
(928) 532-6040

# FINAL PLAT AMENDMENT APPLICATION

**OWNER INFORMATION:**

OWNER'S NAME: FOREST TRAILS UNIT IV

CONTACT PHONE NO.: 602-527-7998 E-MAIL: notmymoose50@gmail.com

MAILING ADDRESS: PO BOX 2942

CITY: OVERGAARD STATE: AZ ZIP CODE: 85933

**AGENT/POINT OF CONTACT INFORMATION:**

CONTACT'S NAME: RICHARD MARCHANT

COMPANY NAME: FOREST TRAILS UNIT IV

CONTACT PHONE NO.: 602-527-7998 E-MAIL: notmymoose50@gmail.com

MAILING ADDRESS: PO BOX 2942

CITY: OVERGAARD STATE: AZ ZIP CODE: 85933

**SUBJECT PARCEL INFORMATION:**

LEGAL DESCRIPTION: T 12 N - R 17 E, SECTION 228, ASSESSOR PARCEL NO.: 206-41-378 THROUGH 426

SUBDIVISION NAME: FOREST TRAILS UNIT IV (Formerly Unit IIIb) LOT: 378-426 (49 Lots)

RURAL ADDRESS: \_\_\_\_\_ AREA: \_\_\_\_\_

PARCEL SIZE: \_\_\_\_\_ DATE OF OWNERSHIP: \_\_\_\_\_

PRESENT USE OF PROPERTY: RESIDENTIAL

PROPOSED USE OF PROPERTY: RESIDENTIAL

**CURRENT ZONING:** (Please check appropriate Zoning Classification)

- |                                |                                |                                |                               |                               |  |                                |
|--------------------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|--|--------------------------------|
| <input type="checkbox"/> A-Gen | <input type="checkbox"/> RU-20 | <input type="checkbox"/> RU-10 | <input type="checkbox"/> RU-5 | <input type="checkbox"/> RU-1 | <input type="checkbox"/> R1-43               | <input type="checkbox"/> R1-10 |
| <input type="checkbox"/> R-2   | <input type="checkbox"/> R-3   | <input type="checkbox"/> C-R   | <input type="checkbox"/> I-1  | <input type="checkbox"/> I-2  | <input type="checkbox"/> Special Development |                                |

**REQUESTED DEVELOPMENT ZONING:**

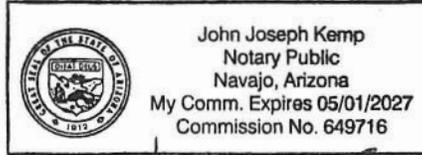
- Residential  Commercial  Industrial  Mixed

CALCULATED FEE: \$1000.00 (\$1000.00 plus \$25 per lot, unit or tract.)

**OWNER'S AFFIDAVIT:**

I, (print name) RICHARD J MARCHANT, being duly sworn, depose and say that I am an owner of the property involved in this application and that the information herewith submitted is true and correct to the best of my knowledge.

STATE OF ARIZONA )  
COUNTY OF Navajo ) SS



[Signature]  
Owner's Signature

Sworn and subscribed before me on this 11<sup>th</sup> Day of September, 2024

[Signature]  
Notary Public

05/01/2027  
My Commission Expires

FOR STAFF USE ONLY:

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SUBMITTAL APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

CASE NO.: FP-A \_\_\_\_\_ ACTION:  GRANT  DENY  WITHDRAWN

NOTES / STIPULATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

September 6<sup>th</sup>, 2024

Forest Trails Unit IV (Lots 378-426)  
PO Box 2942  
Overgaard, AZ 85933

To Whom It May Concern:

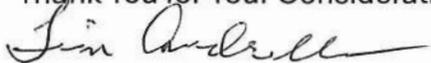
In February of 2022 the members of Forest Trails Unit 3B (Lots 378-426) an HOA located in Overgaard, voted to approve a name change of the Association from Unit 3B to Unit IV by a vote of: 44 For, 1 Against and 4 Not Voting. This satisfied the requirement of 75% as outlined in the original CCR's.

The reason for this change was that the original Plat contained two Units that had conflicting CCR's. Most notably, Unit 3 allowed the storage of RV's, Travel Trailers and Motor Homes on the lots. This is not allowed in the CCR's for Unit 3B. We frequently ran into the problem of New Property owners receiving the wrong CCR's from their Real Estate Brokers and/or Title Agents. This caused many conflicts and obviously upset buyers who bought properties with the misconception that these were allowed. We have always provided the correct CCR's when notified of a sale but often the buyers still refer to the incorrect set.

To rectify this, we have changed the name and registered this with the County Recorder's office on July 18, 2022. This change was also made with our account at the Arizona Corporation Commission, The US Postal Service and our local Bank. Additionally, we sent copies to the local Real Estate Agents and Title Agencies via email and US Postal Service.

At the time of these filings, we believed that by recording with the Navajo County Recorder's office the name change would be complete with all County Departments. We are a small HOA with little in the way of resources so did not hire representation for this work. We respectfully request that the County Board of Supervisors approve our request to amend the Current Plat Titled "Forest Trails Unit 3 (lots 378-426)" to Forest Trails Unit IV.

Thank You for Your Consideration,



Tim Andrella  
President

CC:

Richard Marchant-Secretary  
Donna Krieser-Treasurer  
Dean Stockdale-Vice President

2022-13672

Page 1 of 27

Requested By: RICH MARCHANT

Navajo County Recorder - Michael Sample

07-18-2022 09:57 AM Recording Fee \$30.00

When recorded mail to:  
Forest Trails HOA Unit IV  
PO Box 2942  
Overgaard, AZ 85933-2942

\_\_\_\_\_  
This space reserved for recording information

CAPTION HEADING:           **AMENDED DECLARATION**          

DO NOT REMOVE

This is part of the official document.

When recorded mail to:  
Forest Trails Unit IV  
PO Box 2942  
Overgaard, AZ 85933-2942

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENT FOR FOREST TRAILS UNIT IV**

This **AMENDED** AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT for Forest Trails Unit IIIB are made as of this 15<sup>th</sup> day of July, 2022, by more than 75% of the Owners burdened by the "Declarations" as that term is defined below.

**WITNESSETH**

WHEREAS, The original Declaration of Covenants, Conditions, Restrictions and Easement for Forest Trails Unit III ("Original CC&R's) was recorded on May 24, 1989 at Docket 956 Page 608, records of Navajo County, Arizona, which Original CC&R's included lots 378 through 468, according to Book 17 of Plats, pages 34, 35, and 36 of the records of Navajo County, Arizona, and

WHEREAS, Amendments to the Original CC&R's were recorded on February 22, 1995 as DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT FOR FOREST TRAILS UNIT IIIB ("UNIT IIIB CC&R'S) in Docket 1226 pages 831-854 inclusive, of the records of Navajo County, Arizona, which UNIT IIIB CC&R'S included only lots 378 through 426 inclusive, according to FOREST TRAILS UNIT III, at Book 17 of Plats, pages 34, 35, and 36, records of Navajo County, Arizona;

WHEREAS, Confusion has arisen regarding the proper name and correct CC&R's for Forest Trails Unit IIIB, and

WHEREAS, It has become necessary to clarify the confusion and rename the Association in order to provide for more clarity regarding the name and the correct CC&R's,

WHEREAS, More than 75% of the Owners of property burdened by the Unit IIIB CC&R's have consented and approved this **AMENDED** and Restated Declaration of Covenants, Conditions, Restricts and Easement for Forest Trails Unit IV.

Now, therefore, the following are hereby adopted and shall be deemed to amend and restate UNIT IIIB CC&R's to Forest Trails Unit IV, effective immediately upon recording of this document with the Navajo County Recorder, as follows:

**DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENT FOR  
FOREST TRAILS UNIT IV**

**(FORMERLY KNOWN AS FOREST TRAILS UNIT III AKA IIIB)**

**AMENDED AND RECORDED NAME CHANGE ON FILE WITH NAVAJO  
COUNTY**

**ARTICLE 1: DEFINITIONS**

For purposes of this Declaration, the following terms shall have the meanings ascribed to them below, unless the context required otherwise.

1.1 “Architectural Committee” shall mean the committee established pursuant to the provisions of Article 2 hereof.

1.2 “Articles” shall mean the Articles of Incorporation of the Association, as amended from time to time.

1.3 “Assessments” shall mean the Assessments provided for in Article 5 hereof.

1.4 “Association” shall mean FOREST TRAILS UNIT IV Association, an Arizona non-profit corporation, and its successors and assigns.

1.5 “Board” shall mean the Board of Directors of the Association.

1.6 “Business Day” shall mean any day of the year, excluding Saturday, Sunday, and any day which is a legal holiday or a day on which banking institutions are authorized by law or other governmental actions to close and are actually closed in Phoenix, Arizona.

1.7 “Bylaws” shall mean the bylaws of the Association, as amended from time to time.

1.8 “Calendar Day” shall mean any day of the year, including Saturday, Sunday and any day which is a legal holiday.

1.9 “Common Expenses” shall mean the expenses of operating the Association and performing its duties, including any reasonable reserves.

1.10 “Declarant” shall mean Forest Trails Unit IV; and its successors and assigns as Declarant of the Property.

1.11 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

1.12 “Dwelling Unit” shall mean any structure intended for use and occupancy as a residence by a single household.

1.13 “Guidelines” shall mean any guidelines adopted by the Architectural Committee pursuant to the provisions of Article 2 hereof, as amended from time to time.

1.14 “Lot” shall mean a lot into which the Property is subdivided as set forth on that certain plat of FOREST TRAILS UNIT III recorded on May 24, 1989, in Book 17 of Maps, Pages 34 – 36, in the office of Navajo County, Arizona Recorder, as and if amended.

1.15 “Member” shall mean a member of the Association, as determined under the provisions of this Declaration.

1.16 “Mortgage” shall mean either a Deed of Trust or Mortgage Recorded against a Lot, and “First Mortgage” shall mean a Mortgage Recorded against a Lot which has priority over any and all other Mortgages Recorded against that Lot.

1.17 “Occupant” shall mean any Person other than an Owner who occupies or is in possession of a Lot.

1.18 “Owner” shall mean the Person (s) who individually or collectively own fee title to a lot (as evidenced by a Recorded instrument). The term “Owner” shall not include any Person who holds an interest in a Lot merely as security for performance of an obligation. Declarant shall be the “Owner” of each Lot with respect to which Declarant holds the interest required by this Section 1.16 and, in addition, shall be deemed to own fee title to (and therefore be the Owner of) each Lot to which title is held by a trustee of a subdivision or similar trust for the benefit of Declarant.

1.19 “Person” shall mean a natural person, corporation, partnership, trustee or other legal entity.

1.20 “Property” shall mean the real property described on Exhibit A attached hereto and made a part hereof.

1.21 “Record”, “Recording” and “Recorded” shall mean placing or having placed an instrument of public record in the official records of Navajo County, Arizona.

1.22 *This Article does not apply to the Amended CC&R’s.* “Trust” shall mean that certain trust which is sometimes referred to as Transamerica Title Insurance Company Trust No. 8329, which was established under the terms of and pursuant to that certain trust agreement dated June 20, 1989, between Transamerica Title Insurance Company as the trustee and Heber Associates Limited Partnership, an Arizona Limited partnership.

1.23 *This Article does not apply to the Amended CC&R’s.* “Trustee” shall mean Transamerica Title Insurance Company, an Arizona corporation, serving in its capacity as the trustee under the Trust and its successors and assigns.

1.24 “Visible from Neighboring Lots” shall mean visible to a six-foot tall individual standing at ground level on adjacent or nearby Lots.

## **ARTICLE 2: ARCHITECTURAL REVIEW AND CONTROL**

2.1 Architectural Control. Except as otherwise expressly provided for in this Declaration or the Guidelines, without prior written approval by the Architectural Committee of plans submitted to the Architectural Committee in accordance with this Declaration and the Guidelines: (a) no improvements, alterations, repairs, excavation, grading or other work shall be done which in any way alters the exterior appearance of any Lot, the Dwelling Unit or any of the other improvements located on the Lot; and (b) no building, fence, exterior wall, pool, roadway, driveway, antenna, pole, satellite dish, basketball goal or other structure, improvement or grading shall be constructed, maintained or altered on any Lot. No material change in any plans approved by the Architectural Committee shall be made without the prior written approval of the Architectural Committee.

2.2 Submission of Plans; Approval and Disapproval. Any Owner or other Person seeking to construct or install any new improvements or to make any modification, alteration or addition to any existing improvement upon any Lot shall first submit to the Architectural Committee detailed plans, specifications and elevations (including, but not limited to, a detailed site plan) relating to the proposed work. Said items shall be personally delivered or sent by certified U.S. mail, returned receipt requested to the address

indicated by the Architectural Committee in a recorded notice (which shall refer to the legal description of the Property) as the address of the Architectural Committee for purposes of this Declaration. The Architectural Committee shall have ten (10) Business Days after its receipt of said items to approve or disapprove of the proposed work or to request additional information. In the event the Architectural Committee fails either to approve or disapprove the proposed work (or to request additional information) within said ten Business Days period, the proposed work shall be deemed approved. Decisions of the Architectural Committee shall be final. Approval by the Architectural Committee of any plans, drawings or specifications or any other matter shall not be a waiver of any right to withhold approval of any similar item or matter subsequently submitted.

2.3 Interior Improvements. Nothing contained in this Article 2 shall be construed to limit work on the interior of any structure except to the extent the work affects the exterior appearance of the structure.

2.4 The Guidelines. The Architectural Committee may adopt, amend and repeal the Guidelines at any time. The Guidelines (if any) shall interpret, implement and supplement this Declaration, and may set forth procedures for Architectural Committee review.

2.5 Declarant's Exemption. This Article 2 shall not apply to any portion of the Property owned by Declarant.

2.6 Appointment of Committee; Enforcement. So long as Declarant owns any Lot, the Architectural Committee shall consist of one or more individuals appointed by Declarant (who may also from time to time name one or more alternate to act in his, her or their absence). After either: (a) Declarant no longer owns any Lot; or (b) Declarant, Records a written waiver of such appointment right, the Board shall appoint the Architectural Committee, which shall consist of such number of individuals as the Board may elect, each of whom shall serve until such member resigns, dies or is removed by the Board. At any time when no one is serving on the Architectural Committee, the Board shall act as the Architectural Committee. The Association, acting through the Board, shall have the right to enforce in any appropriate court the provisions of this Article 2 and the decisions of the Architectural Committee; provided, however, that so long as Declarant owns any Lot, Declarant shall have the right, but not the obligation, to enforce this Article 2 and the decisions of the Architectural Committee, on behalf of the Association, in any appropriate court. Any member or authorized consultant of the Architectural Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time and without being deemed guilty of trespass enter upon any Lot, to inspect, improvements to determine if they have been or are being, built in compliance with this Declaration, the Guidelines and any approved plans.

2.7 Other Approvals; Liability. No approval by the Architectural Committee of any proposed work shall replace any building permit or other approval required by any applicable governmental authority, nor shall any such approval make the Architectural

Committee (or the Board or the Association) liable or responsible for any damage or injury resulting from any such work. Neither Declarant, the Association, the Board, nor the Architectural Committee (nor any member thereof) shall be liable for any damage or loss arising from the approval or disapproval of any plans, drawings or specifications, whether or not defective or the performance of any work, whether or not pursuant to approved plans, drawings and specifications.

2.8 Fee. The Architectural Committee may establish a reasonable processing fee to defer the costs of the Architectural Committee in considering any requests for approvals submitted to the Architectural Committee, which fee shall be paid at the time the request for approval or review is submitted.

### **ARTICLE 3; USE AND OCCUPANCY RESTRICTIONS**

3.1 Prohibition on Further Subdivision. No Lot shall be further subdivided and there shall be no division or ownership of any Lot in such a manner that would result in such a further subdivision without the prior written approval of the Architectural Committee. No portion less than all of any Lot shall be conveyed or transferred without the prior written approval of the Board. In any case where, pursuant to a subdivision of Lots approved by the Architectural Committee, one Owner owns parts of two adjoining Lots or all of one Lot and part(s) of one or more adjoining Lots, such property of that Owner shall be deemed to be a single Lot for purposes of this Declaration.

3.2 Residential Use. All Lots shall be used and improved for and devoted exclusively to residential use. Subject to the exemption in favor of Declarant as provided for in Section 3.24 hereof, no gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot, and no store, office or other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment shall be erected or permitted upon any Lot, and no business of any kind or character whatsoever shall be conducted in or from any residence on any Lot other than home occupations specifically designated as such, such as any use conducted entirely within a Dwelling Unit and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof or adversely affect the residential uses of the Property or any of the Lots, and wherein no products are produced for sale elsewhere, no signs are displayed except as allowed under Section 3.24 hereof, no persons are employed other than domestic help and no mechanical equipment is used other than that which is necessary for domestic purposes, and where there is no indoor or outdoor storage of materials, equipment or supplies other than that which is necessary for domestic purposes. Such home occupations shall not be conducted in accessory buildings or in any way outside of the Dwelling Unit. No detached

guest quarters or guest house may be erected on any Lot. A detached garage may be erected on a Lot only with the prior written approval of the Architectural Committee.

3.3 Maintenance of Lot, Landscaping and Driveways. Each Owner shall, at such Owner's sole cost, keep such Owner's Lot (and buildings, improvements, paved areas, easement areas and grounds thereon) in a well-maintained, clean, neat and attractive condition at all times and shall comply in all respects with all applicable health, fire and safety statutes, ordinances, regulations and requirements. No building or improvement on any Lot shall be permitted to fall into disrepair and each building and improvement shall be kept in good condition and repair and adequately painted or otherwise finished to maintain a first class appearance. In the event any building or improvement is damaged or destroyed such building or improvement shall be immediately repaired, rebuilt or demolished by the Owner thereof in accordance with this Declaration. Each Owner shall be responsible for the proper maintenance of all landscaping on the Owner's Lot (including set back areas located thereon), and shall keep the Owner's Lot free of trash and weeds.

3.4 Repair of Buildings. No building or structure located on any Lot shall be permitted to fall into disrepair and each such building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or improvement is damaged or destroyed, then, subject to the approvals required by Article II hereof, such building or improvement shall be immediately repaired, rebuilt or demolished.

3.5 Obstructions at Intersections. No fence, structure or planting shall be erected or maintained within 30 feet of the corner of any Lot where two streets intersect, where such fence, structure or planting would interfere with traffic visibility across such corner.

3.6 Residential Dwelling Requirements. No Dwelling Unit shall be erected on any Lot which contains less than 900 square feet of ground floor area and 1200 square feet overall, exclusive of attached garage, porches, patios and breezeways. No Dwelling Unit shall be built which is more than 24 feet in height measured from the highest point on the Lot prior to the grading of the Lot. No more than one Dwelling Unit shall be built on any one Lot.

3.7 Construction Materials. Construction of all dwellings shall be of masonry, frame, stucco, shingles or decorative siding, all of which must be either painted or stained, whichever being appropriate, except natural stone is excluded from the requirement of being painted or stained. Exposed tar paper, rolled roofing material, tin or sheet metal exteriors are specifically prohibited. The color of all walls, siding, facia, roofing and fencing materials must be approved by the Architectural Committee. All Dwellings Units constructed on any Lot shall be of new construction and no building shall be removed from

any other location onto any Lot. All Dwelling Units shall be constructed on permanent foundations.

3.8 Period of Construction. The main structure of any Dwelling Unit shall be completely framed and roofed within six months after construction has commenced. Once commenced, construction of any improvements shall be prosecuted diligently from the commencement thereof until completion.

3.9 Temporary Occupancy. No trailer, mobile home, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind shall be used at any time on any portion of the Property for a residence, either temporary or permanent. Temporary buildings or structures used during construction of a Dwelling Unit on any Lot must be approved by the Architectural Committee and shall be removed immediately after the completion of construction. No garage or storage building shall be commenced or erected on any Lot until construction of the Dwelling Unit on such Lot, complying with this Declaration, shall have been started or contracted for with a responsible contractor. No garage nor other out-building for the use of actual non-paying guests, or for actual servants or employees of the occupants of the Dwelling Unit may be rented or leased. Unless approved by the Architectural Committee, no structure shall be occupied prior to issuance of an appropriate certificate of occupancy for that structure.

3.10 Outside Storage. Except during construction, no building materials, supplies or equipment shall be stored outside of a building. During construction on a Lot, necessary building materials and supplies may be stored on the Lot provided they are kept in neat order considering the construction activities. The Architectural Committee is authorized to designate the areas and manner in which building materials and construction equipment shall be stored and the routes construction vehicles may use.

3.11 Storage of Motor Vehicles, Machinery and Equipment. No junked or inoperable motor vehicles, machinery or equipment (except that machinery and equipment which is being used during construction of improvements on a Lot and therefore is subject to the provisions of Section 3.12 hereof) shall be allowed on any Lot unless located entirely within a garage so as not to be Visible from Neighboring Lots.

3.12 Animals. No animals, birds, fowl, poultry or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any Lot. All determination as to what constitutes a reasonable number of and what are generally recognized house pets shall be made by the Architectural Committee. No animals shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Any structure for the care, housing or confinement of any animal shall be constructed or maintained only with the prior written approval of the Architectural Committee. Pets shall be leashed when

not confined within a fenced yard or Dwelling Unit. Persons walking any pets within the Property shall remove promptly from the Property the excrement of the pet.

3.13 Antennas and Satellite and Microwave Dishes. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation including, but not limited to, satellite or microwave dishes, shall be erected, used or maintained outdoors on any Lot, whether attached to a building or a structure or otherwise, unless approved by the Architectural Committee. Satellite or microwave dishes shall be screened so as not to be visible from Neighboring Lots.

3.14 Utility Services. Except as approved by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electrical current or power including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee.

3.15 Trucks, Trailers, Campers and Boats. No mobile home, motor home, trailer, truck, camper, truck with camper shell, boat, boat trailer or similar device or equipment shall be parked, kept, placed or maintained, constructed, reconstructed, serviced or repaired on any street (public or private), Lot or other portion of the Property without the prior written approval of the Architectural Committee except for (a) emergency vehicle repairs (b) a truck, truck with camper shell, mini-van, motor home or another recreational vehicle utilized exclusively for temporary residential dwelling purposes by the Owner of the Lot during the construction of the Dwelling Unit on said Lot; (c) trucks, trucks with camper shells, mini-vans, motor homes and other recreational vehicles not exceeding 205 inches in length, 75 inches in height and 80 inches in width; and (d) trucks, trucks with camper shells, motor homes and recreational vehicles owned by any guest or invitee of an owner of any Lot or the tenant of any owner of any Lot which are parked on a Lot during such time as the guest or invitee is visiting the owner or tenant but in no event for more than seven Calendar Days during any six month period of time.

3.16 Motor Vehicle Parking and Repair. Private passenger automobiles, pickup trucks and vans, so long as in working condition, may be parked in the street immediately adjacent to front or side boundary lines of a Lot, subject to applicable law; provided, however, that no more than three such vehicles which are owned or operated by an Owner or Occupant may be parked outside of the Dwelling Unit of the Owner or Occupant at any one time for more than 14 consecutive Calendar Days. Other motor vehicles or equipment, including, but not limited to, motorcycles, motorbikes, mopeds, mobile homes, trailers, camper shells, detached campers, boats, boat trailers, snowmobiles, jet skis or other similar equipment or vehicles, as well as any inoperable automobiles, pickup trucks and vans, shall

not be parked, stored, repaired or reconstructed on any street or Lot except within an enclosed garage, or in areas specifically designated for such parking by the Board. The Board may adopt additional parking restrictions (including fines for their violation). This Section shall not apply to temporary facilities maintained during, and used exclusively in connection with, construction activities on a Lot, provided that such activities are approved in accordance with Article 2 hereof.

3.17 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odor shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, or offensive or detrimental to any other Lot or to its occupants. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The Board shall have the right to remove any nuisance at the expense of the Owner responsible for the nuisance (or at the expense of the Owner whose tenant, Occupant or guest is responsible for the nuisance). In the event uses of, activities on, or facilities on any Lot are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners or Occupants, the Board may make rules restricting or regulating their presence.

3.18 Prohibited Uses. The following are prohibited; (a) any use which is offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance, or which is hazardous by reason of risk of fire or explosion; and (b) any use which is in violation of applicable law. Any noise generated from a Lot which is measured at a level of 80 decibels or higher at any location on any of the other Lots shall be presumed to be offensive and therefore prohibited under this Section 3.18.

3.19 Individual Water Systems. No individual water system shall be constructed or maintained on any Lot. All water service to any Lot shall be provided by the Arizona Water Company.

3.20 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible from Neighboring Lots except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. The Architectural Committee shall have the right to require all Owners and Occupants of Lots to place their garbage or trash containers at a specific location for collection or to require all owners to subscribe to a trash collection service. All rubbish, trash and garbage shall be removed

from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

3.21 Sewage Facilities. No Lot shall be used for residential purposes prior to the installation of water flush toilets and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted by the Architectural Committee. All bathrooms, toilets and sanitary conveniences shall be connected to septic tanks.

3.22 Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless the same is properly screened so as not to be Visible from Neighboring Lots.

3.23 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, stored or maintained upon any Lot except: (a) machinery or equipment usual and customary in the use, maintenance or construction (during the period of construction) of buildings or improvements thereon; or (b) that which Declarant or the Association may require for the development, operation and maintenance of the Property.

3.24 Signs. No signs whatsoever (including but not limited to commercial, advertising, political, "for rent", "for sale" and similar signs) shall be erected or maintained anywhere on the Property including but not limited to the inside or outside of windows in any Dwelling Unit or other structure located on the Property, except: (a) such signs as may be required by legal proceedings; and (b) not more than two residential identification signs, each with a maximum face area of 36 square inches for each Lot.

3.25 Declarant's Exemption. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant or its duly authorized agents, employees and representatives to maintain during the period of construction and sale of Lots, such facilities, structures and signs as are necessary or convenient, in the sole opinion of Declarant, to the sale of any Lots, including, but limited to, a business office, storage area, construction yards, model units or homes and sales offices.

3.26 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any oil and other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

3.27 Diseases and Insects. No thing or condition which could induce, breed or harbor infectious plant diseases or noxious insects shall be allowed to exist on any Lot.

3.28 Outdoor Burning. There shall be no outdoor burning of trash or other debris except in accordance with a duly issued fire department permit, and no open campfires shall be permitted at any time. The foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills or outdoor fireplaces.

3.29 Fuel and Other Tanks. Without the prior written approval of the Architectural Committee, no tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot; provided, however, that nothing herein shall be deemed to prohibit the use or storage upon a Lot of one propane or similar fuel tank with the capacity of ten gallons or less used in connection with a gas barbecue or grill, or one propane tank with the capacity of 250 gallons or less used in connection with normal residential heating.

3.30 Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows of any residence or other structure without the prior written approval of the Architectural Committee.

3.31 Leasing of Lots. No Owner may lease less than all of his Lot. A Lot may be leased only to a single family tenant. All leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

3.32 HVAC and Solar Panels. No heating, air conditioning, evaporative cooling or solar energy collection unit or panel shall be placed, constructed or maintained upon any Lot without the prior written approval of the Architectural Committee.

3.33 Garages and Driveways. The interior of all garages located on any Lot shall be maintained by the respective owner thereof in a neat, clean and sightly condition. Garages shall be used for parking vehicles and storage only. Garage doors shall be left open only as needed for ingress and egress.

3.34 Building and Zoning Codes. All buildings or structures constructed in accordance with this Declaration shall comply with the applicable provisions of all State and local building and zoning codes, including but not limited to the Navajo County Code.

3.35 Setbacks and Fences. No structure shall be built on a Lot closer than: (a) thirty-five (35) feet to the Lot's front lot line; or (b) twenty (20) feet to any rear or side lot line of the Lot (except that, where a Lot's side lot line is along a street, no structure shall be

built closer to that side lot line than thirty (30) feet). Each building on a Lot shall be at least fifteen (15) feet from any other building on that Lot. No solid wall barriers shall be situated on any Lot. Fences shall be limited to wood post and rail fencing which shall not be higher than three (3) feet. No wire or metal fences shall be situated on any Lot.

3.36 Culverts. No later than the time of construction of a Dwelling Unit on a Lot, the Owner of the Lot shall install (or cause to be installed), at such Owner's expense, a culvert at least 18 inches in diameter and otherwise meeting applicable Navajo County requirements, providing driveway access from the Lot to dedicated public roads. Each Owner shall obtain any required permits from the office of the County Engineer of Navajo County, and shall post the same in view on the Lot.

3.37 Fireplace Arrestors. All fireplaces shall have spark arrestors installed at the time of installation, and such spark arrestors shall be maintained during all times of the operation of such fireplaces.

3.38 Obligations of Tenants and Other Occupants. All Occupants and tenants of any of the Lots shall be subject to the terms and conditions of this Declaration, the Articles, the Bylaws and any other rules adopted by the Association. Each Owner shall cause his tenants or Occupants to comply with this Declaration, the Articles, the Bylaws and any rules adopted by the Association and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such tenants or Occupants are also fully liable for any violations of each and all of said documents.

3.39 Variances. The Architectural Committee may, at its sole discretion, grant variances from the restrictions set forth in this Declaration if the Architectural Committee determines that the activity permitted under the requested variance will not have a substantial adverse effect on other Owners and Occupants and is consistent with the high quality of life intended for the Property. The request for a variance must be in writing, and the Architectural Committee shall approve or disapprove the request, in writing, as promptly as reasonably possible.

#### **ARTICLE 4; MEMBERSHIP AND VOTING RIGHTS**

4.1 Votes of Owners. Every Owner (including Declarant) automatically shall be a Member of the Association. An Owner's membership in the Association may not be separated from ownership of the Owner's Lot. If a Lot is owned by two or more Persons, the membership as to such Lot shall be jointly held by those Persons who shall jointly designate to the Association in writing one individual to vote their membership; if no such

designation is made and any one of such Persons votes that membership, that Person shall be conclusively presumed to be acting with the approval of such other Persons until the Board receives written notice to the contrary, and if conflicting designations are made, no vote shall be cast or counted with respect to that Lot or membership until the conflict is resolved.

4.2 Voting Classes. The Association shall have two classes of voting Members, Class A and Class B. Class A Members shall be all Owners except Declarant (until the conversion of Declarant's Class B membership to Class A membership), and there shall be one vote for each Lot owned by a Class A Member. The Class B Member shall be Declarant, who shall be entitled to three votes for each Lot owned by Declarant. The Class B membership shall be converted automatically to a Class A membership upon the earlier of: (a) 90 Calendar Days after the date upon which the total number of Class A votes equals the total number of Class B votes; or (b) the date Declarant Records a notice converting its membership to Class A. Fractional votes shall not be allowed. Any Owner of a Lot which is leased or which is subject to a Recorded executory agreement of sale may assign the voting right for that Lot to the lessee or purchaser, provided that a copy of the written assignment of that voting right must be furnished to the Board before the lessee or purchaser may exercise that voting right.

## **ARTICLE 5: ASSESSMENTS**

5.1 Creation of Assessment Right. To enable this Association to meet its obligations and to maintain appropriate reserves, the Association may, through the Board, levy Assessments on the Lots and their Owners. Assessments shall be for Common Expenses and shall be allocated among the Lots as provided in this Article 5. This right to levy Assessments shall commence with respect to a Lot from the date title to that Lot is first conveyed by Declarant (or Owner). Initial Assessments for each Lot shall be prorated as the date Declarant's (or Owner's) deed to the purchaser is Recorded. Assessments shall be payable for a Lot whether or not a Dwelling Unit is built on the Lot.

5.2 Covenants with Respect to Assessments. Each Owner is deemed to covenant and agree to pay the Assessments levied against such Owner's Lot, together with interest from the date due at the rate specified in Section 5.1 hereof, and together with all costs and attorneys' fees incurred in seeking to collect such Assessments. Assessments with respect to a Lot, together with such interest, costs and attorneys' fees, also shall be the personal obligation of the Person who was the Owner of that Lot at the time the Assessments were levied, provided that the personal obligation for delinquent Assessments shall not pass to a successor in title of that Owner unless expressly assumed by such successor. No Owner shall be relieved of the obligation to pay Assessments by abandoning or not using his Lot,

or by leasing or otherwise transferring occupancy rights with respect to his Lot. However, upon a Recorded transfer of fee title to a Lot, the transferring Owner shall not be liable for any Assessments thereafter levied against that Lot. The obligation to pay Assessments is a separate and independent covenant of each Owner. No reduction, abatement or set-off shall be claimed or allowed due to any alleged failure of the Association or Board to take some action or perform some function required under this Declaration, the Articles or the Bylaws, or due to any action taken under this Declaration, the Articles, the Bylaws or any law or order of any governmental authority.

5.3 Lien for Assessments; Foreclosure. There is hereby created a lien against each Lot securing payment of all present and future Assessments against that Lot or its Owner or Occupant (together with any present or future charges, fines, penalties or other amounts levied against that Lot or its Owner or Occupant). The lien may be foreclosed in the manner provided by law for the foreclosure of mortgages, and shall be prior and superior to all other liens affecting the Lot in question except; (a) taxes, bonds, assessments and other levies which, by law, would be superior; and (b) any First Mortgage made in good faith and for value. The sale of a Lot pursuant to foreclosure of a First Mortgage (or proceeding in lieu thereof) shall extinguish the lien for Assessments as to payments which became due prior to that sale, but no such sale shall affect liability for (or the lien for) Assessments becoming due after such sale. The Association may also sue for unpaid Assessments, rent, interest, attorneys' fees and other charges without foreclosing or waiving the lien securing same. Recording of this Declaration constitutes record notice and perfection of the Liens established hereby, and no further Recording of any claim of a lien for Assessments or other amounts shall be required to establish or perfect such lien or fix the priority thereof (although the Board may Record notices of liens if the Board so elects).

5.4 Computation of Assessments: Annual Budget. Each year, the Board shall adopt a budget to serve as the basis for determining Assessments for the applicable year. The budget may provide for reasonable reserves for contingencies for the year (and for subsequent years), as determined by the Board. The Board shall deliver or mail to each Owner (at the most recent address for each Owner on file with the Association) a copy of the budget and a statement of Assessments to be levied against the Owner's Lot for the year in question. In the event the Board fails to adopt a budget for any year prior to commencement of that year, then until and unless that budget is adopted, the budget (and the amount of the Assessments) for the year immediately preceding shall remain in effect. Neither the budget adopted nor any Assessment shall be required to be ratified by the Owners (except as provided in Section 5.6 hereof).

5.5 Due Dates. Assessments shall be due and payable as determined by the Board, but not more frequently than monthly nor less frequently than annually. If Assessments are payable in installments and any installments with respect to a Lot are delinquent, the Board

may, at its option, accelerate the due date(s) of any or all other installments with respect to that Lot. Any amount payable to the Association under this Declaration shall be deemed "paid" when actually received by the Association or by its designated manager or agent, but if any amounts are paid by check and the institution upon which the check is drawn refuses to honor the check, those amounts shall not be deemed "paid" and shall remain due and payable with interest accruing from the date the amounts were originally due.

5.6 Special Assessments. In addition to the Assessments authorized above, the Association may levy special Assessments if and when (and for the purposes) approved by at least two-thirds (2/3) of the votes of each class of Members either by a mailed written ballot or at a meeting of Members. Such Special Assessments shall be allocated equally among all Lots subject to assessment under Section 5.1 hereof and shall be secured by the lien established in Section 5.3 hereof.

5.7 Common Expenses Resulting From Misconduct. Notwithstanding any other provision of this Declaration, if any Common Expense is caused by the misconduct of any Owner (or of any Occupant or other Person for whose actions such Owner is responsible under applicable law), the Association may assess that Common Expense exclusively against that Owner and that Owner's Lot.

## **ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

6.1 Rights and Obligations: The Association, through the Board, may make and enforce reasonable rules and regulations, which shall be consistent with this Declaration. Sanctions for violation of such rules and regulations or of this Declaration may be imposed by the Board and may include (without limitation) suspension of the right to vote until the violation is cured and, in appropriate circumstances, as reasonably determined by the Board, and after notice and opportunity for a hearing, may also include reasonable monetary fines. The Association shall maintain complete and current copies of this Declaration, the Articles, the Bylaws and all rules and regulations of the Association (as well as any amendments to the foregoing) and of the books and records of the Association, and shall make them available for inspection, at reasonable times and under reasonable circumstances, to any Owner. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles or the Bylaws, and every other right or privilege reasonably necessary to exercise its rights and perform its duties.

## **ARTICLE 7: INSURANCE**

7.1 The Association. The Board, acting on behalf of the Association, may obtain and maintain: (a) insurance insuring the Association, members of the Board and Owners and Occupants against liability to the public or to any Owner, Occupant or other Person for

death, bodily injury and property damage arising out of or incident to performance by the Association of its obligations or membership in the Association; and (b) fidelity bond coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and any others who handle or are responsible for funds held or administered by the Association, whether or not such officers, directors, employees or others receive compensation for services they render to or on behalf of the Association. Such insurance and bond coverage (if any) shall be in such amounts, covering such risks and on such other terms and conditions as the Board may reasonably determine from time to time, and all premiums and other costs thereof shall be Common Expenses.

7.2 Owners. Each Owner may purchase, at that Owner's option and sole expense, such public liability insurance and/or fire, liability, theft and other insurance as that Owner may desire covering that Owner's Lot or any structure, fixtures and personal property on that Owner's Lot. The Association shall have no obligation to maintain or provide such insurance to or for any Owner.

#### **ARTICLE 8: EASEMENT**

8.1 Drainage Easement. There is hereby created an easement upon, across and over those portions of the Property which are described in Exhibit B attached hereto and made a part hereof, for the drainage and retention of storm water and snow melt runoff from the Property and from any properties from which water flows onto the Property.

#### **ARTICLE 9: GENERAL PROVISIONS**

9.1 Term; Amendment. All provisions of this Declaration shall: (a) run with and bind the Property and all parties having any right, title or interest therein or in any part thereof; (b) insure to the benefit of and be enforceable by the Association or any Owner and their respective legal representatives, heirs, successors and assigns; and (c) remain in full force and effect (as amended from time to time) until January 1, 2025, at which time this Declaration, unless revoked by an affirmative vote of Members owning not less than seventy-five percent (75%) of all Lots, shall automatically be extended for successive periods of twenty-five (25) years each, until revoked in the manner provided above. If any provision of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after death of the last survivor of the now living descendants of the President of the United States serving in office on the date this Declaration is Recorded. Except as otherwise provided herein, this Declaration may be amended only by the affirmative vote or written consent of Members holding at least seventy-five percent (75%) of the aggregate total of all Class A and Class B votes, and no amendment to this Declaration shall be effective until such amendment is Recorded.

9.2 Enforcement. The Association shall have the standing and authority to enforce the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations of the Association, and its costs in doing so, including, but not limited to, reasonable attorneys' fees, together with interest thereon from the date the costs are expended at a rate equal to eighteen percent (18%) per annum, shall constitute a lien on all Lots owned by the Owner or Owners against whom the action is taken (or against whose Occupants the action is taken); that lien shall have the priority and may be enforced in the manner described in Section 5.3 hereof. Further, any Owner may bring an action against the Association for any violation or breach by the Association of any provision of this Declaration or of the Articles or the Bylaws. In addition, any Owner may enforce the provisions of this Declaration, the Articles and the Bylaws, and the prevailing party in an enforcement action by an Owner shall be entitled to recover from the other party its costs in that action (including reasonable attorneys' fees), together with interest at the rate stated above. Failure by the Association or an Owner to take any such enforcement action shall not be deemed a waiver of the right to do so thereafter. The Association may Record a written notice of a violation by any Owner or Occupant of any provision of this Declaration, the Articles, the Bylaws or the Association rules, but failure to do so shall not constitute a waiver of any existing violation or evidence that no violation exists.

9.3 Indemnification. The Association shall, to the fullest extent permitted under Arizona law, indemnify each and every Officer and Director of the Association and member of the Architectural Committee (including former officers, directors and Architectural Committee members) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any such Person in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board serving at the time of such settlement) to which he or she may be a party by reason of being or having been an officer or director of the Association or a member of the Architectural Committee, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith.

9.4 Severability; Interpretation; Gender. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision of this Declaration. This Declaration shall be interpreted under the laws of the State of Arizona. Personal pronouns shall include all genders, and the singular shall include the plural and vice versa. Titles of Articles and Sections are for convenience only and shall not affect interpretation.

9.5 Declarant's Rights. The Association hereby irrevocably consents to use by any other nonprofit corporation incorporated by Declarant of a corporate name which is the same or deceptively similar to the name of the Association provided one or more words are added to the name of such other corporation to distinguish it from the name of the

Association. Notwithstanding any other provision of this Declaration so long as Declarant owns any Lot, no provision of this Declaration (including but not limited to, this Section 8.5) which grants to or confers upon Declarant any rights, privileges, easements, benefits or exemptions (except for rights, privileges, easements, benefits or exemptions granted to or conferred upon Owners generally) shall be modified, amended or revoked in any way without the prior written consent of Declarant.

9.6 No Rights in Forest Trails Unit One or Unit Two. Owners shall not, by virtue of their ownership of lots, have any interest in or rights or obligations with respect to, any common areas within Forest Trails Unit One (as established by plat Recorded in Book 15 of Maps, Page 11) or Forest Trails Unit Two (as established by plat Recorded in Book 15 of Maps, pages 38 – 40).

9.7 Violations and Nuisance. Every act or omission whereby any provision of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant or any owner.

9.8 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any Lot is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth herein.

9.9 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

9.10 Binding Effect. By acceptance of a deed or by acquiring any interest in any of the property subject to the Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that the Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in the Declaration shall run with the land and shall be binding on all subsequent and future Lot owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that the Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Lot owners.

9.11 Topic Headings. The marginal or topical headings of the sections contained in the Declaration are for convenience only and do not define, limit or construe the contents of the sections or the Declaration.

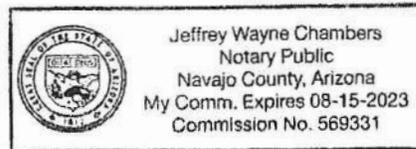
9.12 Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and the obligations of each of the joint owners set forth in or imposed by the Declaration, shall be joint and several.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date set forth above.

**FOREST TRAILS UNIT IV**

By Timothy S. Andrella  
Its: Timothy S. Andrella, President

STATE OF Arizona     )  
  )SS  
County of Navajo     )



On this 15 day of July, 2022, before me, the undersigned officer, personally appeared Timothy S. Andrella the President of Forest Trails Unit IV.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeffrey Wayne Chambers  
Notary Public

My Commission Expires

8-15-2023

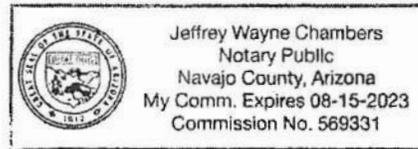
**SECRETARY'S ATTESTATION**

I, Richard Marchant, the duly elected Secretary of Forest Trails Unit IV hereby attest as follows:

That more than 75% of the owners of the property burdened by the Unit IIIB CC&R's voted in favor of the Amendments.

By: [Signature]  
Its: Richard Marchant, Secretary

STATE OF Arizona     )  
  )ss  
County of Navajo     )



On this 15 day of July, 2022, before me, the undersigned officer, personally appeared Richard Marchant the Secretary of Forest Trails Unit IV.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires

8.15.2023

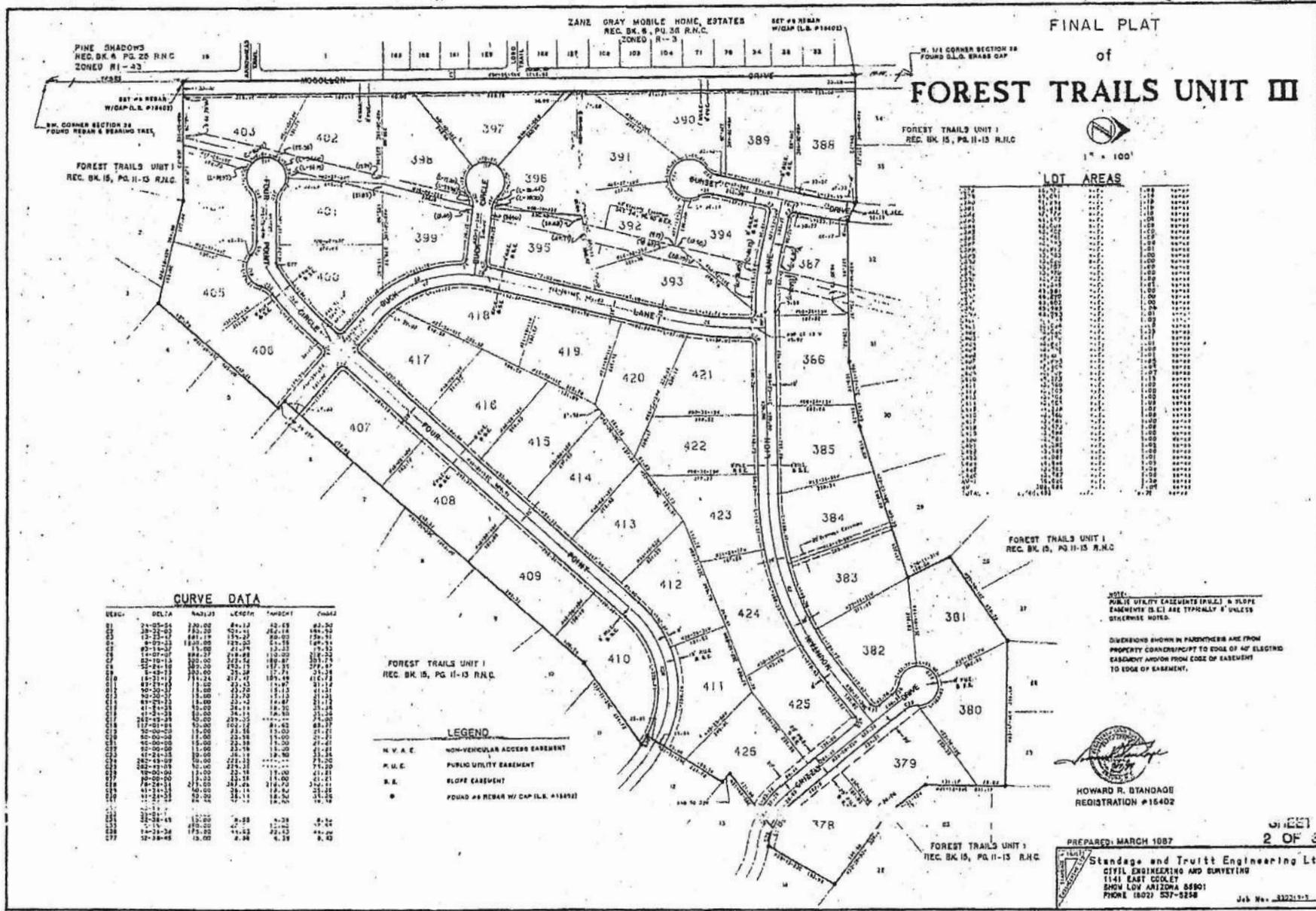
EXHIBIT "A"

LEGAL DESCRIPTION

Lots 378 through 426, inclusive, FOREST TRAILS UNIT THREE, according to Book 17 of Plats, pages 34, 35 & 36, records of Navajo County, Arizona.

A total of 49 Lots.

17-35



PIKE SHADOWS  
REC. BK. 4, PG. 26 R.N.C.  
ZONED R1-33

ZANE GRAY MOBILE HOME, ESTATES  
REC. BK. 6, PG. 26 R.N.C.  
ZONED R1-33

SET #8 REBAR  
W/CAP (L.B. #14023)

FINAL PLAT  
of  
FOREST TRAILS UNIT III

W. 1/2 CORNER SECTION 28  
FOUND (L.B.) BRASS CAP

# FOREST TRAILS UNIT III

FOREST TRAILS UNIT I  
REC. BK. 15, PG. 11-13 R.N.C.



### LOT AREAS

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
378	10,120	231.11
379	10,120	231.11
380	10,120	231.11
381	10,120	231.11
382	10,120	231.11
383	10,120	231.11
384	10,120	231.11
385	10,120	231.11
386	10,120	231.11
387	10,120	231.11
388	10,120	231.11
389	10,120	231.11
390	10,120	231.11
391	10,120	231.11
392	10,120	231.11
393	10,120	231.11
394	10,120	231.11
395	10,120	231.11
396	10,120	231.11
397	10,120	231.11
398	10,120	231.11
399	10,120	231.11
400	10,120	231.11
401	10,120	231.11
402	10,120	231.11
403	10,120	231.11
404	10,120	231.11
405	10,120	231.11
406	10,120	231.11
407	10,120	231.11
408	10,120	231.11
409	10,120	231.11
410	10,120	231.11
411	10,120	231.11
412	10,120	231.11
413	10,120	231.11
414	10,120	231.11
415	10,120	231.11
416	10,120	231.11
417	10,120	231.11
418	10,120	231.11
419	10,120	231.11
420	10,120	231.11
421	10,120	231.11
422	10,120	231.11
423	10,120	231.11
424	10,120	231.11
425	10,120	231.11
426	10,120	231.11
TOTAL	2,311,111	53,111.11

### CURVE DATA

DEGC.	DELTA	RA2/23	LENGTH	TANGENT	CHORD
31	24-05-54	220.00	84.12	22.48	82.50
32	38-22-17	220.00	121.53	32.14	118.74
33	13-23-17	220.00	181.19	48.22	176.91
34	8-17-23	180.00	125.00	33.18	120.94
35	10-16-37	150.00	71.74	19.23	70.52
36	14-07-47	120.00	45.89	12.07	44.52
37	20-10-15	90.00	28.74	7.47	28.17
38	25-24-18	60.00	17.59	4.51	17.07
39	3-43-19	30.00	8.79	2.26	8.54
40	10-21-12	15.00	4.39	1.13	4.27
41	19-39-19	7.50	2.20	0.57	2.17
42	38-50-17	3.75	1.10	0.28	1.09
43	77-59-15	1.88	0.55	0.14	0.54
44	155-18-12	0.94	0.27	0.07	0.27
45	310-36-10	0.47	0.14	0.03	0.13
46	620-72-08	0.24	0.07	0.01	0.06
47	1241-44-06	0.12	0.03	0.00	0.03
48	2482-88-04	0.06	0.01	0.00	0.01
49	4964-76-02	0.03	0.00	0.00	0.00
50	9928-52-00	0.01	0.00	0.00	0.00
51	19856-36-00	0.00	0.00	0.00	0.00
52	39712-24-00	0.00	0.00	0.00	0.00
53	79424-16-00	0.00	0.00	0.00	0.00
54	158848-08-00	0.00	0.00	0.00	0.00
55	317696-04-00	0.00	0.00	0.00	0.00
56	635392-02-00	0.00	0.00	0.00	0.00
57	1270784-01-00	0.00	0.00	0.00	0.00
58	2541568-00-00	0.00	0.00	0.00	0.00
59	5083136-00-00	0.00	0.00	0.00	0.00
60	10166272-00-00	0.00	0.00	0.00	0.00
61	20332544-00-00	0.00	0.00	0.00	0.00
62	40665088-00-00	0.00	0.00	0.00	0.00
63	81330176-00-00	0.00	0.00	0.00	0.00
64	162660352-00-00	0.00	0.00	0.00	0.00
65	325320704-00-00	0.00	0.00	0.00	0.00
66	650641408-00-00	0.00	0.00	0.00	0.00
67	1301282816-00-00	0.00	0.00	0.00	0.00
68	2602565632-00-00	0.00	0.00	0.00	0.00
69	5205131264-00-00	0.00	0.00	0.00	0.00
70	10410262528-00-00	0.00	0.00	0.00	0.00
71	20820525056-00-00	0.00	0.00	0.00	0.00
72	41641050112-00-00	0.00	0.00	0.00	0.00
73	83282100224-00-00	0.00	0.00	0.00	0.00
74	166564200448-00-00	0.00	0.00	0.00	0.00
75	333128400896-00-00	0.00	0.00	0.00	0.00
76	666256801792-00-00	0.00	0.00	0.00	0.00
77	1332513623872-00-00	0.00	0.00	0.00	0.00
78	2665027247744-00-00	0.00	0.00	0.00	0.00
79	5330054495488-00-00	0.00	0.00	0.00	0.00
80	10660108989888-00-00	0.00	0.00	0.00	0.00
81	21320217979776-00-00	0.00	0.00	0.00	0.00
82	42640435959552-00-00	0.00	0.00	0.00	0.00
83	85280871919104-00-00	0.00	0.00	0.00	0.00
84	170561743882208-00-00	0.00	0.00	0.00	0.00
85	341123487764416-00-00	0.00	0.00	0.00	0.00
86	682246975528832-00-00	0.00	0.00	0.00	0.00
87	1364493951057664-00-00	0.00	0.00	0.00	0.00
88	2728987902115328-00-00	0.00	0.00	0.00	0.00
89	5457975804230656-00-00	0.00	0.00	0.00	0.00
90	10915951608461312-00-00	0.00	0.00	0.00	0.00
91	21831903216922624-00-00	0.00	0.00	0.00	0.00
92	43663806433845248-00-00	0.00	0.00	0.00	0.00
93	87327612867690496-00-00	0.00	0.00	0.00	0.00
94	174655257353380992-00-00	0.00	0.00	0.00	0.00
95	349310514706761984-00-00	0.00	0.00	0.00	0.00
96	698621029413523968-00-00	0.00	0.00	0.00	0.00
97	1397242058827047936-00-00	0.00	0.00	0.00	0.00
98	2794484117654095872-00-00	0.00	0.00	0.00	0.00
99	5588968235308191744-00-00	0.00	0.00	0.00	0.00
100	11177936470616383680-00-00	0.00	0.00	0.00	0.00

FOREST TRAILS UNIT I  
REC. BK. 15, PG. 11-13 R.N.C.

### LEGEND

- N.V.A.E. NON-VEHICULAR ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.E. SLOPE EASEMENT
- FOUND #8 REBAR W/CAP (L.B. #14023)

NOTE:  
PUBLIC UTILITY EASEMENTS (P.U.E.) & SLOPE EASEMENTS (S.E.) ARE TYPICALLY 8' UNLESS OTHERWISE NOTED.

DIMENSIONS SHOWN IN PARENTHESES ARE FROM PROPERTY CORNERS/PCPT TO EDGE OF ADJ. EJECTING EASEMENT AND/OR FROM EDGE OF EASEMENT TO EDGE OF EASEMENT.



HOWARD R. STANDAGE  
REGISTRATION #15402

PREPARED: MARCH 1987

Standage and Truitt Engineering Ltd  
CIVIL ENGINEERING AND SURVEYING  
1141 EAST COOLEY  
SHOW LOW, ARIZONA 85801  
PHONE (602) 527-5228  
Job No. 33211-1

SHEET  
2 OF 3

17-36

FINAL PLAT  
of  
FOREST TRAILS UNIT III

A SUBDIVISION OF A PORTION OF  
THE WEST HALF OF SECTION 28,  
TOWNSHIP 12 NORTH, RANGE 17 EAST,  
GILA AND SALT RIVER MERIDIAN  
NAVAJO COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }  
                          } s.e.  
COUNTY OF NAVAJO }

KNOW ALL MEN BY THESE PRESENTS that Transamerica Title Insurance Company, a California Corporation, as Trustee only and not otherwise under its Trust No. 8227, has subdivided under the name of FOREST TRAILS UNIT THREE, a portion of Section 28, Township 12 North, Range 17 East, Gila and Salt River Meridian, Navajo County, Arizona as shown and plotted herein, and hereby publishes this plat as set for the plat of FOREST TRAILS UNIT THREE, and hereby declares that said plat sets forth the location and gives the dimensions of the lots, streets, and easements constituting same, and that each lot, and street shall be known by the number, and name given to each respectively on said plat, and Transamerica Title Insurance Company, as Trustee, hereby dedicates to the public for use as such, the streets as shown hereon and included in the above described premises. Easements are dedicated for the purposes shown hereon.

IN WITNESS WHEREOF Transamerica Title Insurance Company, as Trustee, has hereby caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its trust officer, thereunto duly authorized to do so.

TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee under Trust Number 8227.

By: Clayton D. Shuff 5/12/87  
Its: ASSISTANT SECRETARY

Pursuant to Section 33-401 ARS, the beneficiaries as delineated by the records of said Trust are as follows: Deeds, 797, Pages 60-61.

ACKNOWLEDGEMENT

STATE OF ARIZONA }  
                          } s.e.  
COUNTY OF NAVAJO }

On this the 12 day of MAY, 1987, before me the undersigned officer, personally appeared Clayton D. Shuff who acknowledged himself to be the ASSISTANT SECRETARY of Transamerica Title Insurance Company and that he/she as such officer, being duly sworn and authorized as to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such officer.

In Witness Whereof I hereunto set my hand and official seal:

Harley J. ... 1987  
My Commission Expires: ...



BASIS OF BEARING

Bearing of North 33° 33' 00" East, along the right-of-way line of Arizona State Route 202 through the East half of Section 28, Township 12 North, Range 17 East, Gila and Salt River Meridian, Navajo County, Arizona, bearing per Arizona Department of Transportation right-of-way Record.

APPROVAL

Approved by the Board of Supervisors of Navajo County ARIZ. 22nd day of May, 1987.

By: [Signature]  
Assistant

Approved by the Navajo County Engineer: [Signature] 5/12/87  
Jim ...

CERTIFICATION

I, Howard R. Standage, hereby certify that I am a registered Land Surveyor in the State of Arizona, that this map correctly represents a survey made under my direction during the month of June, 1987, that the survey is true and correct as shown, that all monuments actually exist as shown, that said monuments are sufficient to enable the survey to be retraced, and that the corners of this subdivision and all lot corners are or will be marked with a 3/4" iron bar, with plastic cap bearing "S.S. 15402".



HOWARD R. STANDAGE  
REGISTRATION #15402

Map No. 17-36  
Subd. No. 17  
5/12/87 11:35 A.M.  
Scale: 1" = 40'

PREPARED: MARCH 1987 1 OF 3

Standage and Trutt Engineering, Ltd.  
CIVIL ENGINEERING AND LAND SURVEYING  
104 EAST COOLIDGE  
SHOW LOW, ARIZONA 85901  
PHONE (602) 537-5258 Job No. 850218-3

EXHIBIT "B"

DRAINAGE EASEMENT

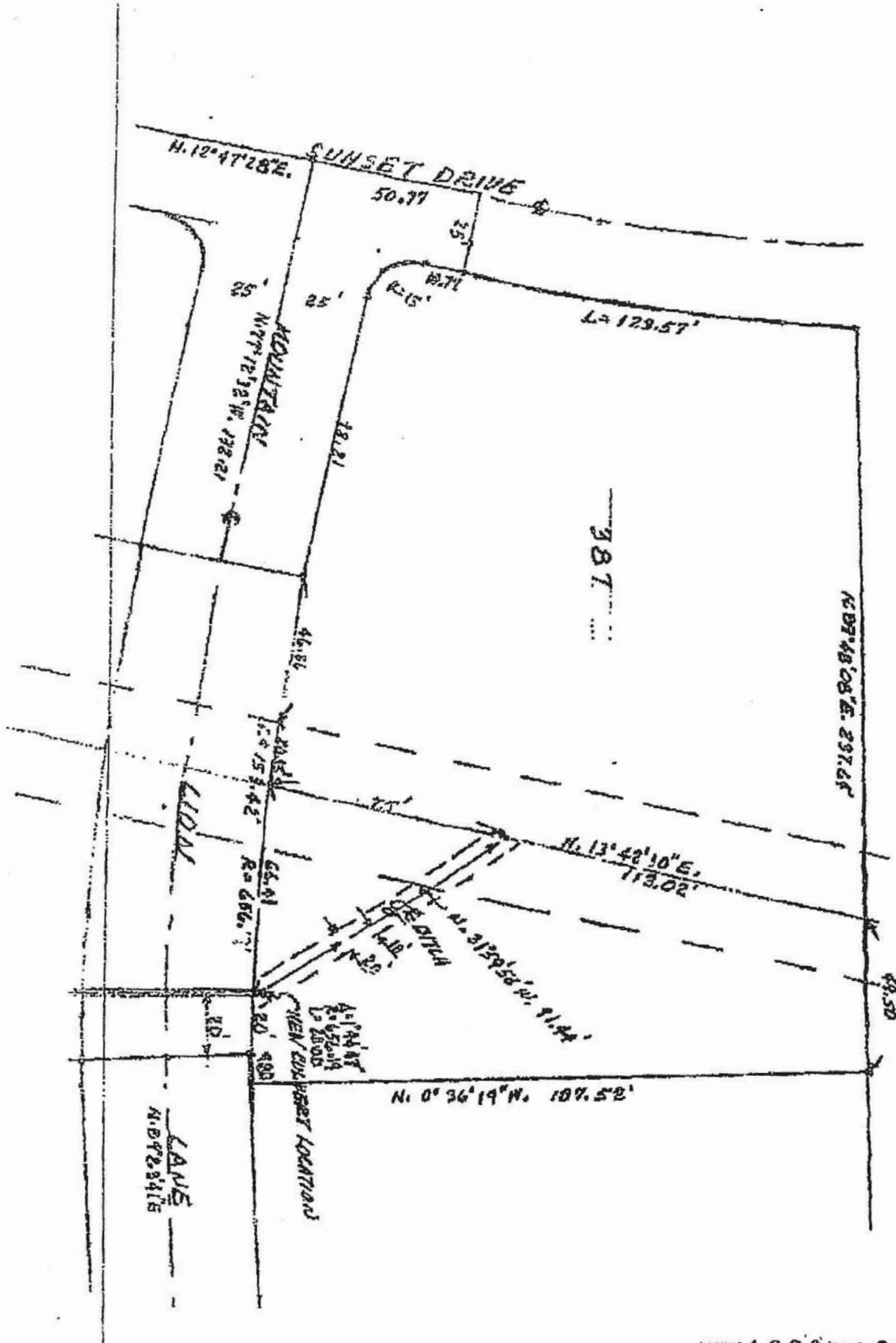
LEGAL DESCRIPTION

An easement 20 feet in width, 10 feet either side of the following described centerline:

Beginning at the S.E. corner of Lot 387, Forest Trails Unit III; thence S. 89 degrees 23' 41" W. along with S. line of said Lot 387, a distance of 9.80 feet to a point of curve;

Thence along the arc of a curve to the right, having a radius of 656.19 feet, thru 1" 44' 47" of central angle a distance of 20.00 feet to the True Point of Beginning;

Thence N. 31 degrees 59' 56" W. a distance of 91.44 feet to a point and the terminus of said easement.





NAVAJO COUNTY

# BOARD OF SUPERVISORS

Public Meeting  
10/22/2024 - 9:00 AM

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**BOARD OF SUPERVISORS AGENDA ITEM**

# **FP-A 24-004 FOREST TRAILS UNIT IV FINAL PLAT AMENDMENT**

**Consideration of a request by Forest Trails Unit IV Association to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV. APN# 206-41-378 through 206-41-426 (inclusive). Owner: Forest Trails Unit IV Association. Agent: Richard Marchant**

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# BACKGROUND/PROJECT SUMMARY

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## Summary

- **This proposal would officially change the Subdivision name for lots 378 through 426 of Forest Trails Unit III to Forest Trails Unit IV.**

## History

- **May 22nd, 1989: The Forest Trails Unit III Subdivision was approved by the Navajo County Board of Supervisors.**
- **January 5th, 1995: CC&Rs were recorded with Navajo County from Forest Trails Unit III to remove lots 378 through 426 (now Forest Trails Unit IIIB) from this Unit.**
- **February 22nd, 1995: The First CC&Rs of Forest Trails Unit IIIB were recorded with Navajo County.**
- **July 18th, 2022: Amended CC&Rs were recorded with Navajo County to change the name of Forest Trails Unit IIIB to Forest**

When recorded mail to:  
Forest Trails Unit IV  
PO Box 2942  
Overgaard, AZ 85933-2942

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENT FOR FOREST TRAILS UNIT IV**

This **AMENDED** AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT for Forest Trails Unit IIIB are made as of this 15<sup>th</sup> day of July, 2022, by more than 75% of the Owners burdened by the "Declarations" as that term is defined below.

**WITNESSETH**

WHEREAS, The original Declaration of Covenants, Conditions, Restrictions and Easement for Forest Trails Unit III ("Original CC&R's") was recorded on May 24, 1989 at Docket 956 Page 608, records of Navajo County, Arizona, which Original CC&R's included lots 378 through 468, according to Book 17 of Plats, pages 34, 35, and 36 of the records of Navajo County, Arizona, and

WHEREAS, Amendments to the Original CC&R's were recorded on February 22, 1995 as DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT FOR FOREST TRAILS UNIT IIIB ("UNIT IIIB CC&R'S") in Docket 1226 pages 831-854 inclusive, of the records of Navajo County, Arizona, which UNIT IIIB CC&R'S included only lots 378 through 426 inclusive, according to FOREST TRAILS UNIT III, at Book 17 of Plats, pages 34, 35, and 36, records of Navajo County, Arizona;

WHEREAS, Confusion has arisen regarding the proper name and correct CC&R's for Forest Trails Unit IIIB, and

WHEREAS, It has become necessary to clarify the confusion and rename the Association in order to provide for more clarity regarding the name and the correct CC&R's,

WHEREAS, More than 75% of the Owners of property burdened by the Unit IIIB CC&R's have consented and approved this **AMENDED** and Restated Declaration of Covenants, Conditions, Restricts and Easement for Forest Trails Unit IV.

Now, therefore, the following are hereby adopted and shall be deemed to amend and restate UNIT IIIB CC&R's to Forest Trails Unit IV, effective immediately upon recording of this document with the Navajo County Recorder, as follows:

AMEND  
ED  
CC&RS

# RECOMMENDATION

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**Planning and Development Services Staff recommend approval of this Final Plat Amendment.**



**Board of Supervisors Regular**

**6. b.**

**Meeting Date:** 10/22/2024

**Title:** SUP 24-005 Lark Point Solar, District III

**Submitted By:** Tyler Richards, Planner I

**Department:** Planning & Development Services

**Presented By:** Tyler Richards

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**Motion before the Board:**

**PUBLIC HEARING:** Consideration and possible adoption of **Resolution 43-2024**, approving/denying a request by Lark Point Solar, LLC, for a Special Use Permit to allow for the construction and operation of a 450MW solar power generation facility, as well as 450MW, battery energy storage system (BESS), and associated facilities on approximately 7,119 acres located southwest of Joseph City, Arizona.

**Background:**

**APN#** 108-04-001F, 108-04-001E, 108-04-002F, 108-04-002C, 104-04-001C, 110-15-001H, 110-15-002, and 110-15-001E, T17N, R18,19, S01,11,12, S24,25/7, 18, S,19,21,29, S31 of the GSRM. **Owner:** Lark Point Solar, LLC, Aztec East Jeffers, LLC. **Agent:** Julie Dickey.

The majority of parcels for this project are vacant, and have been historically used for grazing land and other associated ranching activities. The applicant is proposing a 450MW photovoltaic solar energy facility with an additional 450MW battery energy storage system (BESS) on approximately 7,119 acres of land, located approximately 4 miles southwest of Joseph City, Arizona.

**Recommendation:**

Planning and Development Services staff recommend approval of this Special Use Permit, subject to the conditions listed in the Staff Report. The Navajo County Planning and Zoning Commission voted to recommend approval of the Special Use Permit, subject to the conditions listed in the Staff Report.

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**Attachments**

Staff Report  
Reso. Approval  
Reso. Deny  
Presentation  
Application  
Site Plan

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	10/10/2024 09:15 AM
Form Started By: Tyler Richards		Started On: 10/09/2024 04:07 PM
Final Approval Date: 10/10/2024		



NAVAJO COUNTY PLANNING AND DEVELOPMENT  
DEPARTMENT

**STAFF REPORT**

**BOARD OF SUPERVISORS**

**Hearing Date:** October 22<sup>nd</sup>, 2024

**Case No:** SUP 24-005

**Action:** Special Use Permit

**Applicant/Owner:** Lark Point Solar, LLC/Aztec Land and Cattle Company LLC, Aztec East Jeffers, LLC.

**Project Name:** Lark Point Solar Farm

**EXECUTIVE SUMMARY**

**Recommendation:** Staff recommends approval of the Special Use Permit, subject to the conditions of this Staff Report. The Navajo County Planning and Zoning Commission recommends approval of the Special Use Permit, subject to the conditions listed in this Staff Report.

**Location:** The properties are located approximately 4 miles southwest of Joseph City, Arizona. The parcels are identified as APN# 108-04-001F, 108-04-001E, 108-04-002F, 108-04-002C, 104-04-001C, 110-15-001H, 110-15-002, and 110-15-001E, T17N, R18,19, S01,11,12, S24,25/7, 18, S,19,21,29, S31 of the GSRM.

**Size:** Eight (8) parcels totaling approximately 7,119 acres in size.

**Supervisor District:** III.

**Zoning:** A-General.

**Property Owners:** Aztec Land and Cattle Company, LLC, Aztec East Jeffers, LLC.

**Applicant:** Lark Point Solar, LLC.

**Representative:** Julie Dickey

**REQUEST DESCRIPTION:**

A request by Lark Point Solar, LLC, for a Special Use Permit to allow for the construction and operation of a 450MW solar power generation facility, as well as 450MW, battery energy storage system (BESS), and associated facilities on approximately 7,119 acres located approximately four (4) miles southwest of Joseph City, Arizona.

**GENERAL CHARACTER OF NEIGHBORHOOD:**

Most of the land in the vicinity of this project is zoned A-General or is owned by the State Land Department. Areas adjacent to the subject parcels are undeveloped, and mainly used for livestock grazing. The nearest residential neighbor is located approximately 3 miles to the northeast from the closest parcel in this project.

**HISTORY:**

The majority of parcels for this project are vacant and have historically been used for grazing land and other associated ranching activities. The land is currently owned by Aztec Land and Cattle Company, LLC, and Aztec East Jeffers, LLC.

**PROJECT DESCRIPTION:**

The applicant is proposing a photovoltaic solar energy facility with a BESS located approximately four (4) miles southwest of Joseph City. The project will encompass approximately 7,119 acres of land, and produce 450MW of electricity, with the potential to store an additional 450MW of electricity.

If approved, the applicant has indicated construction will take approximately 18 to 24 months to complete and may be developed in phases.

This project is designed to contain the following components for operation:

- Solar modules and racking systems.
- 345kV gen-tie line to collection substation.
- Battery energy storage system, with the potential to store an additional 450MW of electricity.
- O&M building, and associated parking/laydown areas.
- Storage warehouse
- 6ft. chain-link fencing, surrounding facility infrastructure.
- New internal facility access roads, approximately 15 to 25 feet wide.

**ZONING DISTRICTS:**

**ARTICLE 3 – (A-GENERAL) – GENERAL ZONING DISTRICT**

**Section 301 – Purpose**

The main purpose of this A-General Zone is to provide for all the unincorporated area of the County, except land within the boundary of a reservation and outside the authority of Navajo County not otherwise designated for some other specific zone, to be included in the "A-General Zone", by this Ordinance. No subdividing shall be conducted or approved in the "A-General Zone", without prior re-zoning of the land so intended. Uses permitted in the "A-General Zone", include farm and non-farm residential uses, farms, recreational, institutional, commercial and industrial uses as specifically listed in this Article. Other uses may be permitted as Special Uses under Article 20.

**Section 302 – Use Regulations**

A building or premises shall be used only for the following purposes:

6. Utility Facilities - Facilities for the delivery to the public, by a regulated public utility or a public entity, of water, gas, electricity, steam, hot or cold air, telecommunications and cable television service, or sewer service. This shall include the pipes, lines and cables required for the actual delivery of the foregoing, as well as facilities and appurtenances directly related thereto (such as pumping or booster stations along pipelines and substations along transmission lines). It shall not include generating plants, treatment plants, storage yards, business offices or other major utility facilities which may be allowed with a special use permit pursuant to article 20. It likewise shall not include television, radio or telecommunications towers and stations, which shall require a special use permit pursuant to Article 20.

## **ZONING ORDINANCE:**

### **ARTICLE 20 – SPECIAL USES AND PLANNED UNIT DEVELOPMENTS**

#### **Section 2001 – Special Uses**

The Board of Supervisors may permit as a Special Use the following uses in zoning districts from which they are otherwise prohibited by this Ordinance, unless any such use is further prohibited by this Article.

13. Electric power generating plants and facilities, including but not limited to those operated by nuclear or fossil fuel or solar, wind or geothermal energy.

## **COMPREHENSIVE PLAN/AREA PLAN:**

### **Comprehensive Plan**

The property for the proposed project falls into the Range Land character area. The purpose of the Range Land character area is to allow cattle ranching, farming, and other traditional Navajo County agricultural uses. The character area is designated for lands that are large private tracts or other property that is, and likely will continue to be, used for ranching purposes.

### **Land Use Element**

The Land Use Element for Navajo County’s Comprehensive Plan mentions that planning for land use in the County needs to include consideration for air quality and access to incident solar and wind energy for all character areas.

**Goal 3: To preserve and protect archaeological and historic resources for their aesthetic, scientific, educational, and cultural value.**

Policy 3-A: Where probable cause for discovery of cultural or archaeological resources exists, encourage property owner(s) to contact the Arizona State Historic Preservation Office.

- The applicant indicated they have completed a Class 1 Cultural Resources Assessment, which identified seven (7) previously recorded sites. National Historic Register sites will be avoided, or impacts will be mitigated in accordance with federal and state regulations. The

applicant has also indicated they will prepare an Unanticipated Discovery Plan prior to construction.

**Goal 5: Improve the overall appearance of the County.**

Policy 5-A: Maintain natural scenic qualities of the County by identifying and protecting cultural resources; protecting wildlife habitat; natural plant communities and riparian areas; and encouraging scenic vistas.

- The applicant indicated they completed a preliminary environmental review report, which indicated a low likelihood of federal or state listed species that may use or pass through the project site. The applicant further indicated they will work with the Arizona Game and Fish, as well as the U.S. Fish and Wildlife Service to identify any potential concerns for species such as the Peebles Navajo Cactus, or the migration of pronghorn.
- The Cultural Resources Assessment indicated a total of seven (7) cultural sites within and around the project area, with one having been recommended eligible for inclusion in the National Historic Register of Historic Places. The other six sites eligibility remains unknown. National Historic Register sites will be avoided, or impacts will be mitigated in accordance with federal and state regulations. The applicant has also indicated they will prepare an Unanticipated Discovery Plan prior to construction.
- Due to the topographic features of the land, as well as its remote location, there should be a minimal impact to the scenic viewsheds of the land.

**Goal 6: Maintain compatible land use patterns while encouraging free market development.**

Policy 6-B: Consider, if needed, providing for buffers between different land uses including, but not limited to, setbacks, walls or fences, and landscaping.

- Buffers for this project are not particularly necessary, given the topography of the land and scope of the project. Despite this, the applicant has indicated they will enclose the project with a fence topped with barbed wire for public safety and security.

Policy 6-C: Require paved or other appropriately surfaced access to commercial and industrial uses.

- The project is accessible from Interstate 40 and by utilizing local rural roads, such as McLaws Rd. and Territorial Rd.

**Goal 7: Facilitate commercial and industrial development, including business and technology uses, where appropriate to increase the sales tax and employment opportunities.**

Policy 7-B: Encourage the development of non-resource specific industrial uses along major roadways, rail heads, and airports and the development of resource specific industrial uses in appropriate remote locations.

- This project is resource specific in nature. Given that it is located to the southwest of Joseph City, it is in a location that is remote, yet has relatively close access to a collection substation, and has the potential to make for a suitable site for large-scale operations.

**Goal 9: Actively plan to accommodate growth in Navajo County in an appropriate manner.**

Policy 9-D: Encourage in-fill opportunities in the County to capitalize on existing infrastructure and reduce some growth-related costs.

- This project aims to utilize the currently existing APS Cholla collection substation that is in the area, while adding infrastructure as needed for this project.

Policy 9-F: Encourage development/installation of technology improvements including, but not limited to, high speed Internet lines and other communications improvements in Navajo County.

- This project, once completed, will provide a clean, renewable energy source for distribution.

**Circulation Element**

**Goal 1: Provide a range of circulation options that are safe and efficient and that complement local communities and the natural environment.**

Policy 1-B: Coordinate land use and circulation planning to encourage comprehensive and efficient development and growth patterns that support adjacent land uses, complement the character of adjacent communities and neighborhoods, and mitigate impacts on the natural environment.

- This project should have limited impacts on nearby lands, which are primarily used for grazing or are vacant A-General lands.

**Goal 2: Ensure quality design and development of the circulation system.**

Policy 2-F: Require developers of private circulation infrastructure to meet minimum County standards.

- The Applicant will be required to build all roadways to minimum County standards, ensuring access to the property by emergency and fire personnel and equipment, with a minimum weight-load of 75,000 lbs.

**Analysis:**

This project currently meets, or has indicated they will meet, a number of goals of the Land Use Element of the Navajo County Comprehensive Plan. The applicant has worked to identify any cultural resources ahead of time and by having a plan for what to do if cultural resources are encountered, this project will be using best practices to preserve any cultural or historical resources on the project site.

The applicant has completed surveys to assess the wildlife and habitat resources within the subject properties. There should be minimal impact on wildlife and protected species within this project area.

Appropriate access is indicated, with multiple access routes indicated throughout the project site, and main access coming off of Territorial Rd. and McClaws Rd. Road improvements on the unpaved portions will be made to ensure fire and emergency vehicle access. Public Works will review all traffic plans for delivery, construction, and other activities related to this project to ensure proper and safe access throughout the completion of this project.

The Comprehensive Plan notes that resource specific industries should be contained within appropriately remote areas. This project is located in a rural area, approximately 4 miles southwest of Joseph City, which still offers access points for unpaved roads from Territorial Rd. and McLaws Rd., which will allow for easier transportation of equipment and access for employees.

Navajo County encourages instances of infill that capitalize on existing infrastructure, and while this project will not be infilling space in the traditional sense, as a business or group of homes might, it will be utilizing previously existing infrastructure. This project aims to utilize the already existing Cholla collection substation to connect to the electrical grid.

Navajo County Planning and Development Services staff have received zero (0) comments for or against this proposal as of October 9<sup>th</sup>, 2024.

**FINDINGS OF FACT:**

**1. The item has been properly noticed and posted in compliance with Arizona Revised Statutes and Article 29.**

This item was posted in the October 2<sup>nd</sup>, 2024, edition of The Holbrook Tribune. All postcards were mailed to neighbors within 300 feet of the property.

**2. The proposal is in compliance with the Comprehensive Plan.**

The proposed project meets a variety of goals within Navajo County's Comprehensive Plan, as noted within this report.

**3. The proposed use is compatible with the permissible uses in the zoning district in which the property is located.**

The proposed use is not allowed by-right in the zoning district in which the property is located, which is why a Special Use Permit is being requested.

**4. The proposed use is compatible with the current and likely future uses of properties in the vicinity of the proposed use.**

The proposed use is compatible with current and likely future uses of the properties within its vicinity. Though not explicitly described within the Range Land character area, the property in question is remote, and similar to other land that has been deemed desirable for usage for solar power generation and storage. The surrounding parcels are either vacant grazing land or primarily vacant undeveloped rural land.

**5. The proposed use will have minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposed use.**

Given the rural nature of the property and the current makeup of the nearby landscape, there should be minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposed use.

**PUBLIC WORKS AND OTHER COUNTY DEPARTMENT'S COMMENTS:**

**COUNTY ATTORNEY:**

Initial: B.C. Date:

**ENGINEERING AND TRAFFIC:**

Initial: B.B. Date:

**DRAINAGE & FLOOD CONTROL:**

Initial: W.F. Date:

**PLANNING AND DEVELOPMENT:**

Initial: C.C. Date:

**PLANNING AND DEVELOPMENT RECOMMENDATION:**

Planning and Development Services Staff, as well as the Navajo County Planning and Zoning Commission, recommend approval of the Special Use Permit, subject to the conditions listed in this Report:

1. The applicant must abide by all Federal, State, and Local laws and acquire any permits required by these jurisdictions.
2. All improvements and infrastructure, including, but not limited to, solar arrays, inverters, signs, temporary construction offices, storage facilities, etc., shall adhere to all applicable Navajo County Codes, Standards, and Ordinances and are subject to applicable building permit and/or other permitting processes. No building or structure may be constructed or occupied prior to complete compliance with all appropriate Public Works Department requirements. This shall include, but not be limited to, grading and drainage plans, flood control requirements as deemed necessary, and the issuance of building, construction and/or other permits for all proposed improvements and structures.
3. Prior to the issuance of any building or related permits and the commencement of construction, the following are to be submitted for review and approval by the Navajo County Public Works Department.
  - a. A Transportation and Access Plan/Statement. The applicant shall submit a Transportation and Access Plan/Statement for the development of the Lark Point Solar project to the Navajo County Public Works Department for review and approval. The Transportation Plan shall, at a minimum, address the following:
    - i. Site access. Provide specific and detailed information regarding off and on-site roadways, including roadway widths and surfacing. Also, if deemed necessary, provide additional information regarding existing on-site roadways/easements, including title reports, other documentation regarding the roadway(s), exhibits, and/or legal descriptions indicating the existing and proposed alignments. Staff notes, and the applicant acknowledges, that the realignment, abandonment and/or dedication of roadways may require separate action by the Navajo County Board of Supervisors.

- b. Construction Management Plan. The Applicant shall prepare a Construction Management Plan for the Solar Facility. The plan shall address the following:
  - i. Traffic control methods (in coordination with the Department of Transportation prior to initiation of construction), including lane closures, signage, and flagging procedures.
  - ii. Site access planning directing employee and delivery traffic to minimize conflicts with local traffic.
  - iii. Lighting. During construction of the Solar Facility, any temporary construction lighting shall be positioned downward, inward, and shielded to eliminate glare from all adjacent properties. Emergency and safety lighting shall be exempt from this condition.
- c. Construction Mitigation Plan. The applicant shall prepare a Construction Mitigation Plan for the Solar Facility. This plan shall address, at a minimum, the effective mitigation of dust, hours of construction activity, access and road improvements, and handling of general construction complaints.
- d. Revegetation Plan. A revegetation plan shall be incorporated into the Stormwater Pollution Prevention Plan and consistent with Stormwater Permit requirements. The revegetation plan shall be prepared with input from the Natural Resources Conservation Service (NRCS) and landowner. The revegetation shall address areas disturbed during construction which are not permanently occupied with infrastructure. Permanent stabilization shall be applied within 12 months from the issuance of a Certificate of Occupancy. The ADEQ plan approval shall be deemed sufficient for Navajo County approval.
- e. Restoration Plan. A restoration plan shall be prepared with input from the Natural Resources Conservation Service (NRCS) and approved by the landowner. The restoration plan shall be submitted to the County within twelve (12) months of cessation of use of the Solar Facility. Restoration shall begin within twelve (12) months of all grading and removal activities.
- f. Grading and Drainage Plan. The Solar Facility shall be constructed in compliance with the County-approved grading plan as determined and approved by the Planning and Development Services Director or their designee prior to the commencement of any construction activities. The grading plan shall:
  - i. Clearly show existing and proposed contours.
  - ii. Note the locations and amount of soil to be removed, if any, and the percent of the site to be graded.
  - iii. Limit grading to the greatest extent practicable by avoiding steep slopes and laying out arrays parallel to landforms.

- iv. Take advantage of natural flow patterns in drainage design and keep the amount of impervious surface as low as possible to reduce stormwater storage needs.
  - g. Wildlife Corridors. The applicant shall identify access corridors for wildlife to navigate through the Solar Facility, as viable. The proposed wildlife corridors shall be shown on the site plan submitted to the County. Areas between fencing shall be kept open to allow for the movement of migratory animals and other wildlife.
  - h. A fire control and prevention plan shall be provided as outlined in the Uniform Fire Code and as required by the local Fire District or State Fire Marshall.
  - i. Documentation confirming an Interconnection Agreement (or equivalent documentation).
  - j. Decommissioning.
    - i. Decommissioning Plan. Per Navajo County Code, Applicant shall be required to and shall address the removal of the facilities and the restoration of the site. Removal of the facilities and restoration of the site shall mean that all safety hazards created by the installation and operation of the Solar Facility shall be removed and the site shall be restored to its pre-project condition, to the extent reasonably possible, including the removal of foundations and footings to 36” below grade and the revegetation of any roads created or other areas graded or disturbed during the project. The applicant shall provide a decommissioning plan prior to the commencement of construction.
    - ii. Decommissioning Bond. The Applicant maintain a decommissioning bond in the amount of the full decommissioning cost at the end of the anticipated life of the project, net of salvage value, as estimated by a Professional Engineer registered in the State of Arizona. Said bond shall be reviewed and approved as to form, substance, and amount by the Public Works Department. The Engineer’s estimate of decommissioning cost shall be renewed no less than every five years by a Professional Engineer registered in the State of Arizona, and a copy of each renewed estimate shall be provided to the Public Works Department for review and approval. The decommissioning bond shall be adjusted in accordance with the renewed cost estimate within 30 days after approval by the Public Works Department. The Applicant shall provide proof that the bond is in place on, or by, the tenth (10<sup>th</sup>) anniversary of the Operations Date. The bond shall be provided for the benefit of Navajo County and all private lessors on whose land any portion of the project shall be located.
    - iii. Applicant Decommissioning. Within twelve (12) months after the cessation of use of the Solar Facility for electrical power generation or transmission, the applicant, or its successor, at its sole cost and expense, shall decommission the Solar Facility in accordance with the decommissioning plan approved by the County.
4. Floodplain Use Permits (where required) shall be obtained through the Navajo County Flood Control District prior to any construction.

5. Development and use of the site shall include efforts, consistent with Best Management Practices, to reduce and mitigate dust created by this project during construction and operation. Efforts shall also be made to reduce the removal of vegetation during construction and use of the site and any roadways that provide access to the site.
6. All outdoor lighting shall be fully shielded and shall be directed downward and shall be activated by motion detectors except where used for ongoing operations or maintenance, in which case such lighting should be shielded, cantered, or cut to ensure that light reaches only areas needing illumination.
7. Project fencing, if applicable, shall include minimum 18-inch by 18-inch signs warning of the presence of high voltage. Such signs shall be located a maximum of 300 feet apart and at all points of site ingress and egress. If there is no fencing surrounding portions of the project, such warning signs shall be placed on each transformer building and all points of ingress and egress.
8. Fencing shall be approved by Navajo County, prior to installation.
9. Material changes or modifications to this development or the site plan shall require an amendment to this Special Use Permit by the Navajo County Board of Supervisors through the public hearing process. Non-material changes that do not alter the approved scope of the project may be administratively approved by the Navajo County Public Works Department.
10. Power Purchase Agreement. At the time of the Applicant's site plan submission, the Applicant shall have executed a power purchase agreement with a third-party providing for the sale of a minimum of 80% of the Solar Facility's anticipated generation capacity for not less than 10 years from commencement of operation. Upon the County's request, the Applicant shall provide the County and legal counsel with a redacted version of the executed power purchase agreement.
11. Inspections. The applicant will allow designated County representatives or employees reasonable access to the facility for inspection purposes as set forth in their application.
12. Compliance. The Solar Facility shall be designed, constructed, and tested to meet relevant local, state, and federal standards, as applicable.
13. A Traffic Study shall be submitted to Navajo County Public Works prior to the issuance of a building permit for any of the proposed structures.
14. Access to the project site, by construction equipment and heavy loads, could damage County maintained residential roadways. The Applicant will record the condition of the County roadways, in a manner acceptable to Navajo County Public Works, prior to commencement of construction operations. Documentation of the roadways' conditions shall be recorded by the applicant and shared with Navajo County. The applicant shall participate in repairs of damage that exceeds normal wear and tear of these roadways prior to Certificate of Occupancy. This repair shall be guaranteed by a Road Use and Maintenance Agreement, agreed to by both the Applicant and Navajo County, prior to construction operations.
15. Development and operation of this site shall be in full compliance with the conditions as noted

above for this Special Use Permit. Failure to develop and/or operate the site in full compliance may result in appropriate enforcement action, including, without limitation, injunctive relief.

16. This Special Use Permit and the subject site shall be reviewed and inspected by Planning and Development Staff on the fifth (5<sup>th</sup>) anniversary of Board of Supervisors approval and every five (5) years thereafter to ensure the site is being utilized as approved and is in compliance with all conditions contained herein. If the subject site is found to be out of compliance with these conditions, this Special Use Permit and its privileges may be revoked.



**RESOLUTION \_\_\_\_-24**

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING  
A FINAL PLAT AMENDMENT FOR FOREST TRAILS UNIT IV SUBDIVISION**

**WHEREAS**, an application for a Final Plat Amendment was duly filed on September 11<sup>th</sup>, 2024 by Richard Marchant and Forest Trails Unit IV Association to rename the portion of the Forest Trails Unit III Subdivision previously referred to as Forest Trails Unit IIIB (A.K.A. lots 378-426 of the Forest Trails Unit III Subdivision) to Forest Trails Unit IV; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 206-41-378 through 206-41-426, inclusive, Township 12 North, Range 17E, Section 28 of the Gila and Salt River Base and Meridian; and

**WHEREAS**, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Final Plat Amendment is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

**NOW, THEREFORE BE IT RESOLVED** the Board of Supervisors hereby approves the Final Plat Amendment.

**PASSED AND ADOPTED** by the Navajo County Board of Supervisors by a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays on this 22<sup>nd</sup> day of October, 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



**RESOLUTION \_\_\_\_-24**

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS DENYING  
A SPECIAL USE PERMIT FOR LARK POINT SOLAR POWER GENERATION  
FACILITY**

**WHEREAS**, an application for a Special Use Permit was duly filed on June 6<sup>th</sup>, 2024, by Lark Point Solar, LLC, for the construction and operation of a 450MW solar power generation facility, 450MW, 4-hour, Battery Energy Storage System, and associated facilities on approximately 7,119 acres located south of the Joseph City area; and

**WHEREAS**, the application concerns the following real properties in Navajo County: APN # 108-04-001F, 108-04-001E, 108-04-002F, 108-04-002C, 104-04-001C, 110-15-001H, 110-15-002, and 110-15-001E, T17N, R18,19, S01,11,12, S24,25/7, 18, S,19,21,29, S31 of the GSRM.; and

**WHEREAS**, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on August 15<sup>th</sup>, 2024; and

**WHEREAS**, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit is not consistent with the public health, safety and general welfare and should be denied; and

**NOW, THEREFORE BE IT RESOLVED** the Board of Supervisors hereby deny the Special Use Permit.

**DENIED** by the Navajo County Board of Supervisors by a vote of \_\_\_\_ yeas and \_\_\_\_ nays on this 22<sup>nd</sup> day of October, 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



NAVAJO COUNTY

# BOARD OF SUPERVISORS

Public Meeting  
10-22-2024, 9:00AM

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**BOARD OF SUPERVISORS AGENDA ITEM**

# **SUP 24-005: LARK POINT SOLAR ENERGY GENERATION FACILITY**

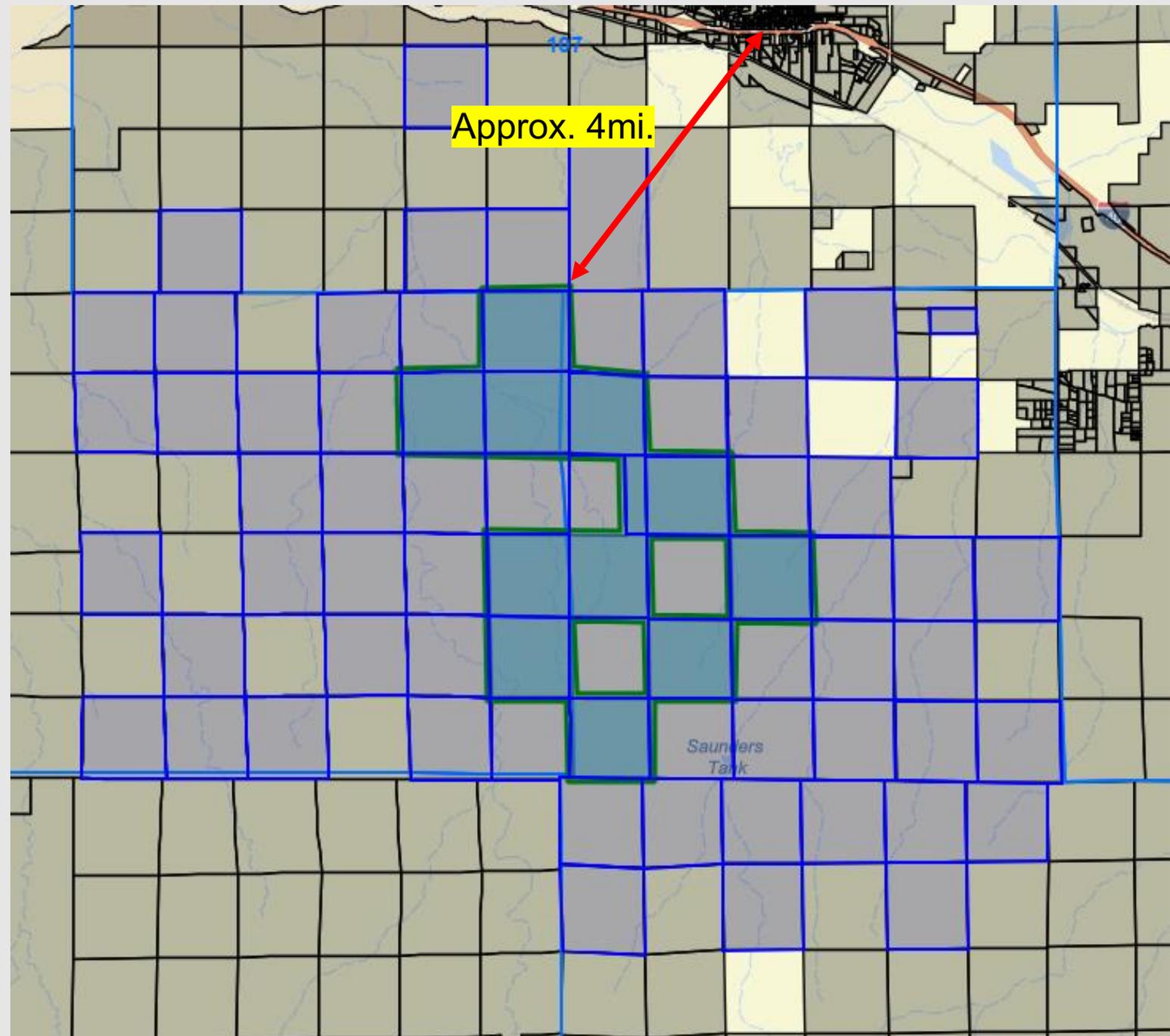
A request by Lark Point Solar, LLC, for a Special Use Permit to allow for the construction and operation of a 450MW solar power generation facility, as well as 450MW, battery energy storage system (BESS), and associated facilities on approximately 7,119 acres located approximately four (4) miles southwest of Joseph City, Arizona.

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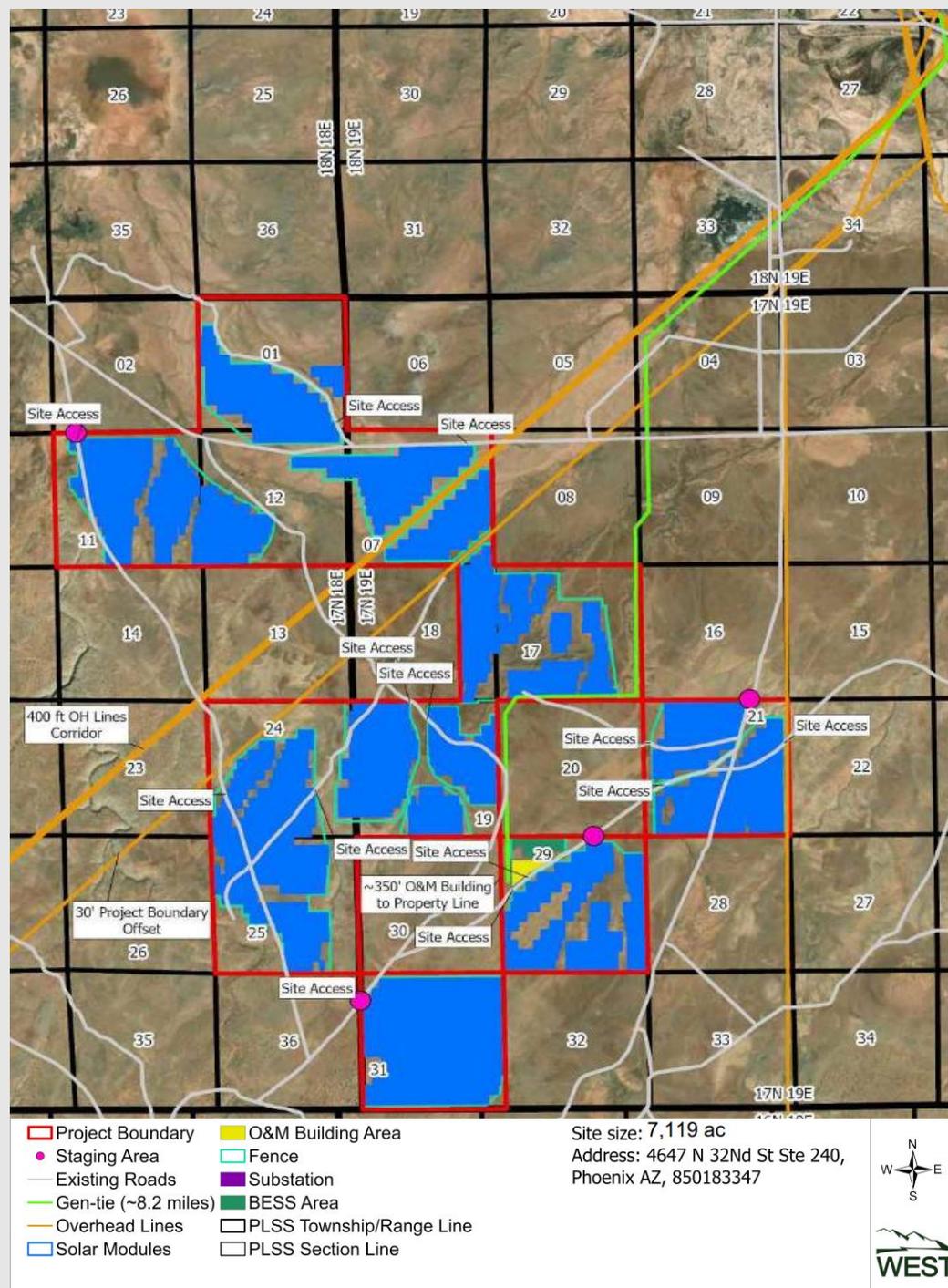
# PROJECT SUMMARY

- Located approximately 4 miles southwest of Joseph City, Arizona. The parcels are identified as APN# 108-04-001F, 108-04-001E, 108-04-002F, 108-04-002C, 104-04-001C, 110-15-001H, 110-15-002, and 110-15-001E, T17N, R18,19, S01,11,12, S24,25/7, 18, S,19,21,29, S31 of the GSRM.
- Eight (8) parcels, totaling approximately 7,119 acres in size.
- Zoning: A-General.
- Owner: Aztec Land and Cattle Company, LLC, and Aztec East Jeffers, LLC.
- Project Components
  - Solar modules/Racking Systems.
  - Cabling to convert panel outputs from “DC” to “AC”, collector cabling for connections.
  - Battery Energy Storage System with potential to store additional 450MW of electricity.

# VICINITY MAP



# SITE PLAN



# RECOMMENDATION

Navajo County Planning and Development Services Staff recommend approval of the Special Use Permit for Lark Point Solar Energy Generation Facility, subject to the 16 conditions listed in the Staff Report.

The Navajo County Planning and Zoning Commission recommend approval of the Special Use Permit, subject to the 16 conditions listed in the Staff Report.

**Special Use Permit Request  
for the  
Lark Point Solar Project**

Prepared by:

**Lark Point Solar, LLC.**  
125 High Street, 17th Floor High Street Tower, Suite 1705,  
Boston, MA 02110

Prepared for:

**Navajo County, Arizona  
Public Works Department  
Planning and Development Services Division  
P.O. Box 668  
Holbrook, AZ 86025**

June 2024

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## LIST OF APPENDICES

*Appendix A: Special Use Permit Application*

*Appendix B: Recorded Landowner Agreement*

*Appendix C: Site Plans*

*Appendix D: Vicinity Map*

*Appendix E: Cultural Resource Assessment*

*Appendix F: Aerial Photographs*

# 1 INTRODUCTION

Lark Point Solar, LLC (Lark Point) requests a Special Use Permit (SUP) as required by Navajo County Zoning Ordinance No. Z90-1 (Article 3-§302-§§6 and Article 20-§2001-§§13; Appendix A). The SUP will allow for the construction, operation, and decommissioning of the Lark Point Solar project (Project), a 450-megawatt (MW) solar photovoltaic (PV) generation facility and a 450 MW four-hour battery energy storage system (BESS) located about four miles south of Joseph City, Arizona (Appendix D). The proposed Project will connect to the local electric grid via the existing Arizona Public Service (APS) Cholla Substation approximately 4.5 miles northeast of the Project. Construction is expected to commence in 2025 or later with an anticipated commercial operations date of June 2027 or later.

This SUP Request is intended to support the pre-application meeting and request for County review of the Project. Additional details and required components may be submitted as requested following the pre-application meeting.

## 1.1 Applicant Summary

The Applicant is Lark Point Solar, LLC, an indirect, wholly owned subsidiary of Longroad Energy Holdings, LLC. Longroad is a Boston-based developer, owner and operator of renewable energy projects, and led by a team of industry veterans with a demonstrated track record of success. The Longroad team is expert in all aspects of renewable projects, including core development matters, equipment procurement, financing, construction, and operations. Longroad operates large renewable facilities across the United States including a number of facilities in Arizona.

Today, Longroad has a development pipeline in excess of 29 gigawatts (GW) and, through a subsidiary, is contracted to operate and manage a wind and solar operating portfolio of over five GW. Longroad is principally funded by four entities that collectively have close to \$400 billion in assets under management: New Zealand-based Infratil US Renewables, Inc., NZSF US Renewables, Inc., MEAG MUNICH ERGO Asset Management, and Longroad Energy Partners.

## 1.2 Site Location and Suitability

The proposed Project is located approximately four miles south of Joseph City on 7,119 acres of privately-owned land, with the gen-tie secured through easements with the private landowner and the State of Arizona. The location is rural, undeveloped lands interspersed with roads, high-voltage transmission lines, and grazing activity. The moderately flat, undeveloped rural landscape, abundant sunshine, access to substantial private land, availability of existing transmission lines, and proximity to the local electric grid make the area suitable for a solar facility. A vicinity map and aerial photographs are provided in Appendix D and F, respectively.

The Project location is characterized by relatively flat terrain and large expanses of land that are ideal for commercial PV solar facility installation. The geographic location of the Project lends to high solar irradiance resulting from area elevation and temperatures. In comparison to a

worldwide average of 5.0, direct solar irradiance values of 6.5 to 7.0 at the Project are ideal for solar PV facility installation. With regard to visibility, the Project is ideally located a good distance from the nearest residence (three miles), municipality (four miles), and major transportation routes (four miles), which aids in mitigating visual impacts.

### **1.3 Application and Request**

Lark Point is requesting a SUP from Navajo County for the proposed Project (see Application in Appendix A). It is understood that the solar facility may be allowed with a SUP at the discretion of the Board of Supervisors at the recommendation of the Planning and Zoning Commission. Upon receiving the SUP, Lark Point will obtain all necessary building permits for the Project prior to construction.

## **2 PROJECT INFORMATION**

### **2.1 Existing Conditions**

The proposed Project site is on private lands located approximately four miles south of Interstate 40 (I-40) near Joseph City, approximately 11 miles west of Holbrook, and approximately 18 miles southeast of Winslow (Appendix D).

#### *2.1.1 Site Characteristics*

The location is rural, vacant, undeveloped lands interspersed with roads, high-voltage transmission lines, and grazing activity. Area topography is relatively flat to moderately sloping in most areas, with some steeper sloping along drainages and around rocky outcrops.

#### *2.1.2 Land Ownership and Jurisdiction*

The Project site is owned by Aztec Land and Cattle Company, Ltd. in an unincorporated area of Navajo County. Lark Point has secured an Option to Lease Agreement with the landowner (Appendix B).

The nearest residence is approximately three miles northeast of the site, with no tribal or federally managed lands adjacent or near the Project site. Lands managed by the Arizona State Lands Department are located adjacent to the Project.

Lark Point submitted an interconnection request to APS to connect at the Cholla Substation approximately 4.5 miles northeast of the proposed Project. The Project is currently undergoing interconnection studies managed by APS to determine the feasibility and schedule for the Project to connect to the existing electric grid. Additionally, the Project is required to obtain a Certificate of Environmental Compatibility (CEC) from the Arizona Corporation Commission to permit the Project gen-tie line. The CEC line siting process involves environmental studies and public hearings, which will be managed separately from the Navajo County Special Use Permit application.

### *2.1.3 Land Use and Comprehensive Plan Designations*

The Aztec Area Plan shows the Project site and adjacent properties currently zoned as A-General within a Rangeland Character area. Uses permitted in the zoning district include farm and non-farm residential, recreational, institutional, commercial, and industrial uses with a minimum one-acre lot size. The planned land use for lands within Navajo County are defined by “character areas” identified in the Navajo County Comprehensive Plan. Current land use includes grazing activity.

## **2.2 Facility Components**

A preliminary site plan layout is provided (Appendix C). The following details represent Lark Point’s preliminary expectations based on experience and preferred equipment providers. Some components could change to comparable technologies as Project design is finalized. No equipment nor materials have been purchased at this time.

### *2.2.1 Temporary Construction Staging and Laydown Yard Areas*

Construction of the Project is anticipated to take approximately 18 to 24 months. The Project will have two to five temporary construction staging and laydown areas throughout the site. Staging and laydown areas will be used for construction equipment and materials, construction and worker vehicle parking, and temporary office trailers. Portable toilets will be temporarily placed on site for use by construction personnel. Potential locations are included in the Site Plan (Appendix C); final locations may be adjusted with further construction planning.

### *2.2.2 Solar Arrays*

Solar arrays and associated structures will be sited consistent with applicable setbacks along the Project’s external property boundaries, including those set forth in Section 405 of Article 4 in the Zoning Ordinance. The Project will be designed to avoid areas of environmental significance as is consistent with County land use planning. The solar field will consist of PV modules mounted on a single axis tracking rack system supported by driven posts, driven concrete piles, ground screws and/or concrete ballasts. The single-axis tracking system will rotate to follow the sun throughout the day and the panel rows will be oriented north – south and rotate east-to-west during the day. The rotation of the panels will be extremely slow, and essentially noiseless. The typical height of the photovoltaic modules, when mounted on the racks, will be approximately 8 feet and the maximum height at full rotation will be approximately 14 feet. The panels will be dark in color (e.g., black, blue) with features that limit glare and light reflection. Panels will be disassembled and recycled at the end of their useful life.

### *2.2.3 Ancillary Facilities*

A Project substation and operations and maintenance (O&M) area will be constructed near the BESS facility at the southeast portion of the Project location. The 1,500 square-foot O&M building will host staff workspace for two to four full-time employees. A 4,000 square-foot warehouse will be constructed to house maintenance equipment and associated equipment storage facilities. Personnel and maintenance vehicles will park at the O&M building. Six-foot high chain-link fencing will be installed around solar facility infrastructure for safety and security purposes, with gates to

control access. Downward-facing lighting will be installed above the doorways of the O&M building.

A 450 MW four-hour (1800 MWh) BESS will be located adjacent to the Project's collector substation with final design still to be determined. The BESS will consist of self-contained battery storage modules placed in racks, switchboards, integrated heating, ventilation, and air conditioning (HVAC) units, inverters, transformers, and controls in prefabricated metal or concrete containers. The enclosures would have appropriate safety systems built to code. The BESS may be connected using either an alternating current (AC)-coupled or direct current (DC)-coupled configuration. When an AC-coupled configuration is used, a central BESS system is typically connected to the PV plant at the medium-voltage level. Bidirectional battery inverters convert the power between AC and DC electricity. When charging the batteries, the BESS bidirectional inverters convert the AC electricity to the DC electricity stored by the batteries. When discharging, the bidirectional inverters convert the DC electricity to the AC electricity output by the plant. Transformers are typically used to match the low-level AC voltage at the AC side of the inverters to the medium-level voltage necessary to connect to the substation.

Ancillary facilities will be sited consistent with applicable setbacks along the Project's external property boundaries, including those set forth in Section 405 of Article 4 in the Zoning Ordinance. BESS structures will comply with local building codes included within Section 404 of Article 4 in the Zoning Ordinance, including a maximum height allowance of 30 feet. In addition to lighting at the O&M building, lighting may be necessary in limited locations around the Project site. Lark Point will adhere to Navajo County Ordinance 02-88 in its use of shielded, low pressure sodium lamps with motion detectors for preservation of viewsheds. Lighting at the O&M building will be sufficient to ensure personnel safety but will not extend beyond a reasonable distance.

## **2.3 Transmission and Interconnection**

The proposed Project is currently being studied by APS to determine feasibility and schedule for interconnecting to the grid. The Project will connect to the local electric grid via an above ground 345 kilovolt (kV) gen-tie line to the existing APS Cholla substation approximately 4.5 miles northeast of the Project site. The final design and placement of the transmission and interconnection facilities will be determined based on engineering and electrical requirements and in coordination with APS. Network upgrades and construction of new facilities by APS may be required prior to Project construction and will determine the Project schedule of construction.

## **2.4 Planning and Environmental Due Diligence**

### **2.4.1.1 Erosion and Drainage Control**

During Project planning and design, a review of existing stormwater drainage patterns to inform grading plans. The drainage report will be provided to the County once completed. No impacts to existing drainage corridors are anticipated, and on-site drainage that occurs will be maintained in compliance with County regulations. Erosion from construction will be controlled by implementing

a Stormwater Pollution Prevention Plan (SWPPP) as is required by the Arizona Department of Environmental Quality for the Construction Storm Water Permit.

#### 2.4.1.2 Biological Resources

Special status species that could be associated with the Project include species listed by the U.S. Fish and Wildlife Service (USFWS) as federally endangered, threatened, proposed, or candidate under the Endangered Species Act of 1973; listed as Wildlife of Special Concern by the Arizona Game and Fish Department (AGFD); or protected under the Arizona Native Plant Law. A preliminary environmental review reported a low likelihood of federally and state-listed species that may use or pass through the Project site.

Lark Point will coordinate with AGFD and USFWS to identify potential concerns and necessary mitigation and avoidance measures, particularly regarding Peebles Navajo cactus (*Pediocactus peeblesianus* ssp. *peeblesianus*) and pronghorn (*Antilocapra americana*) migration. Further investigation to determine the presence or absence of special status species and suitable habitat will be conducted along with development of a Wildlife Conservation Strategy (WCS). The WCS will identify the potential for occurrence of special status species, evaluate potential project impacts, and outline avoidance and minimization measures. Documentation related to the AGFD analysis, USFWS coordination efforts, and the WCS will be provided to the County upon completion. Lark Point will adhere to all applicable federal and state regulations and permitting requirements during Project construction and operations.

#### 2.4.1.3 Cultural Resources

Navajo County has many known cultural resources including properties and districts listed within the State and National Historic Registers. Lark Point completed a Class I Cultural Resources Assessment in January 2023, identifying seven previously recorded sites; a redacted version of the report is provided in Appendix E. Furthermore, Lark Point is committed to completing a Cultural Awareness Training Program per its lease agreement. National Historic Register sites will be avoided or impacts will be mitigated in accordance with state and federal regulations. An Unanticipated Discoveries Plan will be completed prior to construction. Lark Point will adhere to all applicable regulations during Project construction and operations.

#### 2.4.1.4 Water Resources

Flood mapping shows areas of the Project site designated as 100-year floodplains, which are subject to inundation by 1% annual chance flood events. It is anticipated that Project activities will avoid floodplains; however, should impacts to floodplains be proposed, Lark Point will coordinate with the County Engineer and will adhere to Navajo County Flood Control District floodplain management standards.

A drainage assessment will be conducted prior to finalizing site design and construction plans. The resulting Drainage Report and final site design components, including the proposed detention area(s), will be provided to the County for review once completed.

Potential wetlands are shown to occur within the Project site by the USFWS National Wetlands Inventory database. A formal wetland delineation is planned to identify jurisdictional waterbodies that may require permitting under the Clean Water Act. The resulting wetland report will be provided to the County once completed. It is anticipated that Project activities will avoid wetlands; however, should impacts to wetlands be proposed, Lark Point will adhere to regulations set forth under the Clean Water Act.

## **2.5 Considerations during Construction and Operations**

### *2.5.1 Site Access and Security*

The Project site will be accessed via I-40 and using existing rural roads during construction and operations (Appendix C and D). Existing access roads may need to be upgraded prior to construction. New facility access roads within the Project footprint will be 12 to 25 feet wide and surfaced with compacted materials or aggregate. Entrances off of county-maintained roads will be paved if required. Lark Point will work with the County to conduct an inventory of road conditions and enter into a road use agreement with the County prior to commencing with construction activities. Appendix D provides mapping of roadways throughout the Project vicinity along with preliminary proposed Project site access points.

The solar facility, BESS, O&M building, and Project substation infrastructure will be fenced with six-foot high chain link fencing topped with two feet of barbed wire along the entire fenced boundary. All access points will be gated with swinging or rolling chain-link gates topped with barbed wire. Signage to direct vehicles will be placed at the site during Project construction. Warning signage for high-voltage equipment measuring at a minimum of 18x18 inches and spaced within at least 300 feet apart will be installed. Other facility-related signage will be installed at the entrance to the O&M building.

### *2.5.2 Construction Activities*

Construction is anticipated to take approximately 18 to 24 months and the Project may be built in multiple phases. Approximately 300 construction workers will be on-site during construction. Construction activity will generate traffic for a limited duration. This traffic will be associated with worker trips and the delivery of construction materials to the site, which will occur during on- and off-peak hours.

Construction equipment and vehicles will include excavators, skid steers, water trucks, cranes, and generators. Grading and cut and fill activities will occur. Laydown yards and staging areas are planned (Appendix C). Best management practices will be implemented in accordance with the Project's SWPPP and Lark Point will follow all state, federal, and local regulations during construction.

### *2.5.3 Water Use*

During construction, water will be needed for site preparation, grading, dust control, equipment washing, and concrete foundation installation, as well as for post-construction site reclamation. During operations, the O&M facility will use water for drinking, restrooms, and site and equipment

maintenance. A septic system will be installed in accordance with County requirements. Water for construction and during operations will be obtained through the use of an existing well by agreement with the landowner. If a new well is needed or existing well maintenance are required, approvals and permits from the State Engineer and the Arizona Water Resources Department will be obtained as necessary.

#### *2.5.4 Hazardous Materials and Waste Management*

Transformers and inverters are two hazardous materials sources related to solar facilities. The transformers will be constructed over concrete to prevent oil spills on soil. Transformer oil will be kept in stainless steel storage containers and inspected regularly. Hazardous materials will be managed in accordance with applicable federal and state regulations. Trash generated during Project construction and operations would be disposed of off-site.

Lark Point will complete a Phase 1 Environmental Site Assessment to identify recognized environmental conditions of the Project site. The assessment may consist of interviews with the landowner and other relevant parties knowledgeable of the history of the Project site, a visual inspection of the Project site, and a review of relevant federal, state, tribal, and local records to identify evidence of storage, spill, or clean-up of hazardous materials on the Project site.

#### *2.5.5 Fire Protection and Insurance*

The risk of wildfire at the Project site is low considering the area hosts sparse vegetation cover. All solar arrays and associated electrical infrastructure will meet applicable regulations and ratings for fire resistance. The solar panels and racks are designed to be fire resistant and will meet applicable Underwriters Laboratories and International Electrotechnical Commission ratings for fire resistance.

The BESS equipment will be purchased from a supplier whose engineering focuses on safety and Lark Point will incorporate safety systems for the BESS that are required by code and the agencies having jurisdiction as appropriate. In addition to code compliant safety systems, it is important that key stakeholders, particularly the first responders, have an understanding of these safety systems and the associated technologies. Lark Point will engage with local first responders to offer formal and informal training opportunities and establish a site-specific Emergency Response Plan.

Project structures, including buildings, water and fire alarm systems, and roadways will be designed to the standards set forth by the Arizona State Fire Marshal's office State Statutes, including the State Fire Code – International Fire Code (IFC) 2018 and supporting National Fire Protection Association (NFPA) standards.

Project access roads will be designed to allow access for emergency response vehicles. Lark Point is coordinating with the Joseph City Fire District (JCFD) and will enter into an agreement with JCFD to provide fire protection and emergency medical services for the Project. The Project will coordinate with JCFD to jointly establish and prepare an Emergency Response Plan for the Project prior to construction and is committed to conducting joint trainings at a minimum of once per year. A copy of the Fire Service Agreement will be provided to the County once finalized.

### *2.5.6 Health and Safety*

Lark Point's first priority is the safety of its personnel. Each operational review meeting begins with a review of safety lessons learned and every operating decision is made within the framework of the LES Safety Program and Site Safety Plan. Lark Point's safety culture begins with the hiring decisions made in staffing its teams and continues through each phase of development, construction and operation of our projects. Lark Point actively engages with local emergency responders from the development stage throughout the operational life of the facility to build and maintain relationships and understanding.

At peak construction it is anticipated that approximately 300 workers will be on-site. Many will be new employees hired from Navajo County and the surrounding area. All new employees must complete Longroad's onboarding safety training before reporting to their duties. Longroad continually updates employee safety training. Annual safety refresher training of all site employees is accomplished through formal training sessions supplemented by monthly and as-needed safety meetings. Topics reviewed in these sessions include emergency preparedness and response, high voltage work, electrical safety, arc flash protection and control of hazardous energy. Other areas of training include confined space entry, environmental considerations, CPR/first aid, fire safety, weather safety, ergonomic safety, chemical safety, crane safety and safe driving. Facilities with special equipment or electrical configurations, such as BESSs, receive additional safety training compliant with manufacturer and industry consensus standards.

Longroad's current OSHA Total Recordable Injury Rate is 0.0 and Worker's Experience Modification Rating is 1.17.

### *2.4.8 Revegetation and Weed Control*

Lark Point will prepare a Vegetation Management Plan (VMP) in coordination with the County and agencies with relevant jurisdiction. The VMP will outline measures to minimize the introduction or spread of noxious or invasive weed species during all phases of construction, as well as the priorities and methods to be implemented for site restoration, revegetation, and maintenance.

### *2.5.7 Operations and Maintenance Activities*

The Project site will be monitored and operated continuously with two to four full-time staff on-site daily during typical business hours (8:00 a.m. to 5 p.m.). Maintenance staff and contractors will conduct routine maintenance on a schedule, and unplanned maintenance as needed. Maintenance may include cleaning solar panels, providing security checks, managing vegetation, making repairs, and other activities as needed. O&M staff will use light-duty trucks and passenger vehicles to perform work activities. O&M equipment will be stored on-site in the O&M building or rented and brought on-site as needed.

### *2.5.8 Decommissioning Activities*

Decommissioning activities will include recycling or disposing of equipment, the use of heavy equipment to dismantle and repurpose structures, and restoration of the site. The Project is expected to reach its useful life after approximately 40 years, at which point the lease agreement

may be terminated. Lark Point will remove all above- and below-ground Project infrastructure to at least three feet below grade, including the solar modules, inverters, transformers, collection lines and systems, concrete foundations, and support buildings and ancillary structures. Lark Point will coordinate with the landowner to reclaim the site to pre-Project conditions suitable for grazing, including removal and reclamation of access roads and the use of certified weed-free native seed to revegetate. Lark Point will also work with the County as per the road use agreement to return roads to pre-construction conditions once construction is complete.

## **2.6 Project Schedule**

Lark Point is currently awaiting the APS System Impact Study results to confirm the Project's interconnection schedule. The construction timeline will be dependent on facility upgrades that APS's transmission group determines to be necessary in the interconnection study process. Project construction is expected to commence in 2025 or later. Given the scale of the BESS, the Project may be constructed in phases. The anticipated commercial operations date is June 2027 or later.

## **3 PROJECT BENEFITS**

The Project will be economically beneficial to the nearby communities within Navajo County. During peak construction, approximately 300 workers are anticipated to be employed, including Navajo County residents. Out-of-state staff will live in and support the local communities, which will increase revenues at hotels, restaurants, and other stores. Project operations and maintenance will create two to four full-time O&M positions. Solar projects also help improve community resources such as schools and services by contributing to the local tax base via property tax payments.

Project construction and operations are not anticipated to increase the need for local services or additional infrastructure. Lark Point has begun working with local emergency services to develop emergency response plans and to receive input on Project safety features. Local employees will also receive safety training, helping to build their skills and knowledge of working on future job sites.

As a renewable energy source, solar power is a clean alternative to non-renewable energy generation such as coal and gas-powered operations that contribute greatly to greenhouse gas emissions and have several negative impacts on community welfare. While some emissions are associated with the construction of a solar farm, they equate to nearly nothing in comparison. When combined with other renewable energy projects in the region, Lark Point is expected to cumulatively contribute to improving regional welfare. Benefits over non-renewable sources include improved air quality, decreases in respiratory health issues, fewer to no noise and odor issues, and reduced impacts on environmental resources.

The Lark Point Solar Project will generate clean energy for the region in support of growing demand, particularly in the hot summer months. Energy generated will aid in sustaining a reliable

and resilient power grid and will produce enough electricity to power 150,000 homes annually.

## ***Appendix A: Special Use Permit Application***



**NAVAJO COUNTY  
PLANNING & DEVELOPMENT SERVICES**

Post Office Box 668 - 100 W. Public Works Dr.  
Holbrook, Arizona 86025  
(928) 524-4100 FAX (928) 524-4122

**SPECIAL USE PERMIT  
APPLICATION**

**OWNER INFORMATION:**

OWNER'S NAME: Aztec Land and Cattle Company, Limited (Contact: Stephen M. Brophy)

CONTACT PHONE NO.: (623) 772-6222 E-MAIL: sbrophy@azteclandco.com

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**AGENT/POINT OF CONTACT INFORMATION:**

CONTACT'S NAME: Alyssa Menzel

COMPANY NAME: Lark Point Solar, LLC

CONTACT PHONE NO.: (303) 263-7253 E-MAIL: alyssa.menzel@longroadenergy.com

MAILING ADDRESS: 125 High Street, 17th Floor, Suite 1705

CITY: Boston STATE: MA ZIP CODE: 02110

**SITE & PROPOSAL INFORMATION:**

PROJECT NAME: Lark Point Solar Project

PRESENT USE OF PROPERTY: Grazing Land

PROPOSED USE OF PROPERTY: Solar Energy Generation and Battery Energy Storage

LEGAL DESCRIPTION: T 17 N - R 18/19 E, SECTION 1, 11, 12, 24, 25/  
7, 18, 19, 21, 29, 31 ASSESSOR PARCEL NO.: See attached.

SUBDIVISION NAME: \_\_\_\_\_ LOT: \_\_\_\_\_

RURAL ADDRESS: \_\_\_\_\_ AREA: \_\_\_\_\_

PARCEL SIZE: 7119 acres DATE OF OWNERSHIP: \_\_\_\_\_

**CURRENT ZONING:** (Please check appropriate Zoning Classification)

- |   |                                |                                |                               |                               |  |                                |
|---|--------------------------------|--------------------------------|-------------------------------|-------------------------------|--|--------------------------------|
| <input checked="" type="checkbox"/> A-Gen | <input type="checkbox"/> RU-20 | <input type="checkbox"/> RU-10 | <input type="checkbox"/> RU-5 | <input type="checkbox"/> RU-1 | <input type="checkbox"/> R1-43               | <input type="checkbox"/> R1-10 |
| <input type="checkbox"/> R-2              | <input type="checkbox"/> R-3   | <input type="checkbox"/> C-R   | <input type="checkbox"/> I-1  | <input type="checkbox"/> I-2  | <input type="checkbox"/> Special Development |                                |

**PROPOSED ZONING:**

- |                                |                                |                                |                               |                               |   |                                |
|--------------------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|---|--------------------------------|
| <input type="checkbox"/> A-Gen | <input type="checkbox"/> RU-20 | <input type="checkbox"/> RU-10 | <input type="checkbox"/> RU-5 | <input type="checkbox"/> RU-1 | <input type="checkbox"/> R1-43                          | <input type="checkbox"/> R1-10 |
| <input type="checkbox"/> R-2   | <input type="checkbox"/> R-3   | <input type="checkbox"/> C-R   | <input type="checkbox"/> I-1  | <input type="checkbox"/> I-2  | <input checked="" type="checkbox"/> Special Development |                                |

CALCULATED FEE: \_\_\_\_\_ (\$600.00 plus \$50 per acre.)

**OWNER'S AFFIDAVIT:**

I, (print name) SM Brophy, Pres. of Aztec Land and Cattle Co, Ltd., being duly sworn, depose and say that I am an owner of the property involved in this application and that the information herewith submitted is true and correct to the best of my knowledge.

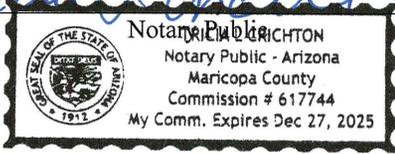
*[Handwritten Signature]*

Owner's Signature

STATE OF ARIZONA )  
 ) SS  
COUNTY OF Maricopa

Sworn and subscribed before me on this SM Day of June, 20 24

*[Handwritten Signature]*



12/27/25

My Commission Expires

FOR STAFF USE ONLY:

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SUBMITTAL APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

CASE NO.: SUP \_\_\_\_\_ ACTION:  GRANT  DENY  WITHDRAWN

NOTES / STIPULATIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

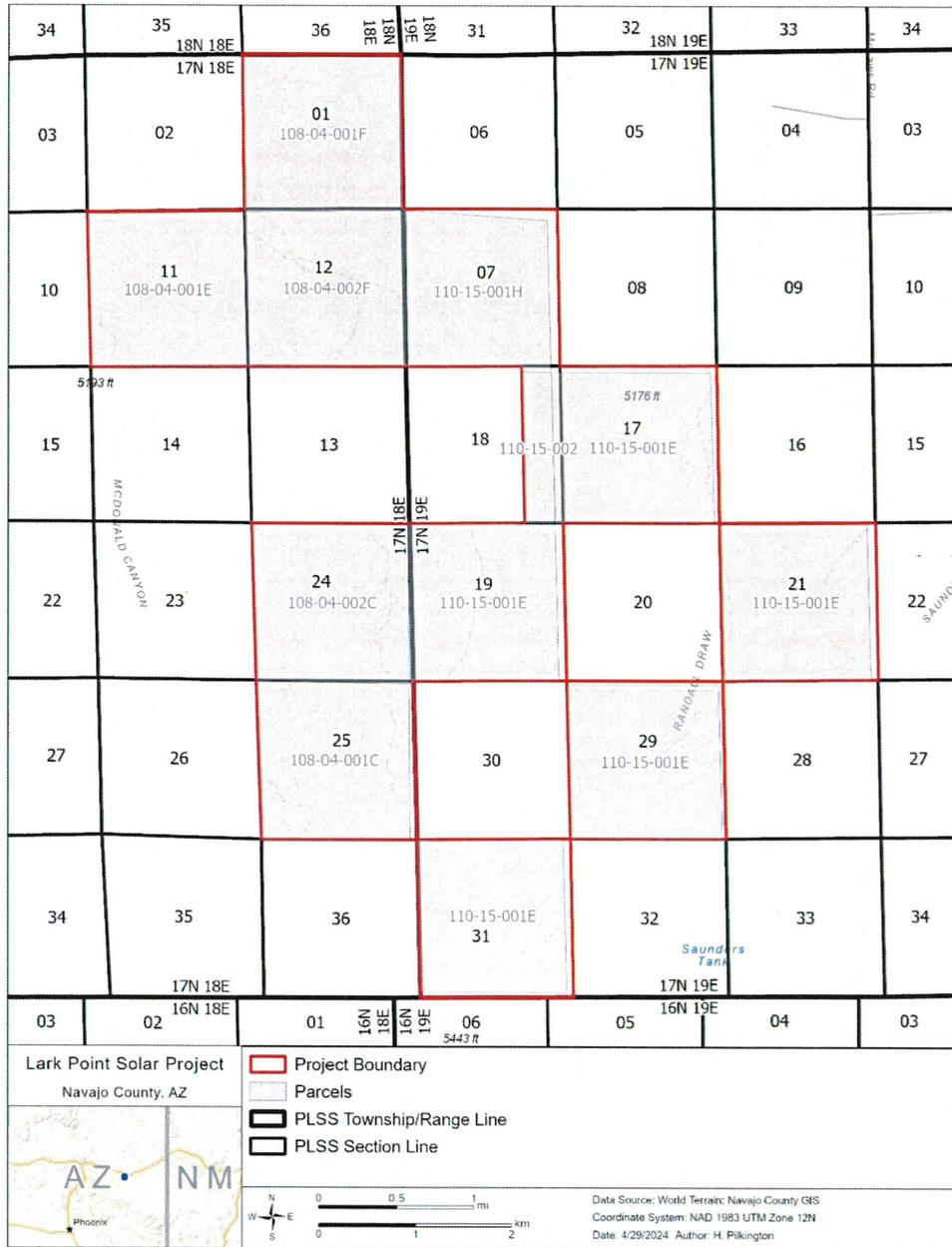
## Lark Point Solar Project Area

Township 17N, Range 18E, Sections 01, 11, 12, 24, 25

Township 17N, Range 19E, Sections 07, 17, East ½ of the East ½ of 18, 19, 21, 29, 31

Parcel Numbers: 108-04-001F, 108-04-001E, 108-04-002F, 108-04-002C, 104-04-001C, 110-15-001H, 110-15-002, 110-15-001E

Total Acreage: 7,119 acres



***Appendix B: Recorded Landowner Agreement***

2020-19388

Page 1 of 7

Requested By: Aztec Land &amp; Cattle Co

Navajo County Recorder - Michael Sample

10-05-2020 01:50 PM Recording Fee \$30.00

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Aztec Land and Cattle Company, Ltd.  
10265 W. Camelback Rd., No. 104  
Phoenix, Arizona 85037

---

County of Navajo

### MEMORANDUM OF OPTION TO LEASE

By this Memorandum of Option to Lease (this "Memorandum"), Aztec Land and Cattle Company, Ltd., a New York corporation, Aztec Land Company, LLC, a Delaware limited liability company, and Aztec East Jeffers, LLC, a Delaware limited liability company (collectively, "Owner"), evidences that they have entered into an Exclusive Option to Lease Agreement dated September 18, 2020 (the "Agreement") with LSH Land Holdings, LLC, a Delaware limited liability company ("Optionee") granting the Optionee an exclusive option to secure one or more leases and one or more easements over that certain real property situated in the County of Navajo, State of Arizona, as more particularly described on Exhibit 'A' attached hereto (the "Property") and made a part hereof, on the terms and conditions set forth in the Agreement.

The term of the option commenced on September 18, 2020 and shall expire, unless earlier terminated, on 12:01 on September 18, 2025 (the "Expiration Date"). Unless this Memorandum has been terminated prior to the Expiration Date by the recordation of a Release of Option in the Official Records of the County of Navajo, State of Arizona, signed by Optionee and specifically referencing this Memorandum, this Memorandum shall automatically cease to impart constructive notice of the Agreement from and after the Expiration Date.

The parties have executed and recorded this instrument for the purpose of imparting notice to all third parties of the Agreement.

All persons acquiring any interest in Owner's Property take such interest subject and subordinate to the provisions of the Agreement, the Options, all Leases, and all Easements granted pursuant to the Options.

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

This Memorandum and the Agreement are governed by Arizona law.

This Memorandum may be executed in counterparts, all of which together shall constitute one instrument.

The addresses for notice are:

Owner:

c/o Aztec Land Company, Limited  
10265 W. Camelback Road  
Suite 104  
Phoenix, AZ 85037  
Attn: Stephen M. Brophy, President  
Email: sbrophy@azteclandco.com

Optionee:

c/o Longroad Development Company,  
LLC  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, MA 02210  
Attention: General Counsel  
Email: contracts@longroadenergy.com

*[Signatures on following page(s)]*







**OPTIONEE**

LSH Land Holdings, LLC,  
a Delaware limited liability company

By: Michael U. Alvarez  
Name: Michael U. Alvarez  
Title: Chief operating officer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO

The foregoing instrument was acknowledged before me this 21 day of SEPTEMBER, 2020 by MICHAEL U. ALVAREZ its \_\_\_\_\_ on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)



[Signature]  
Notary Public

My Commission Expires:

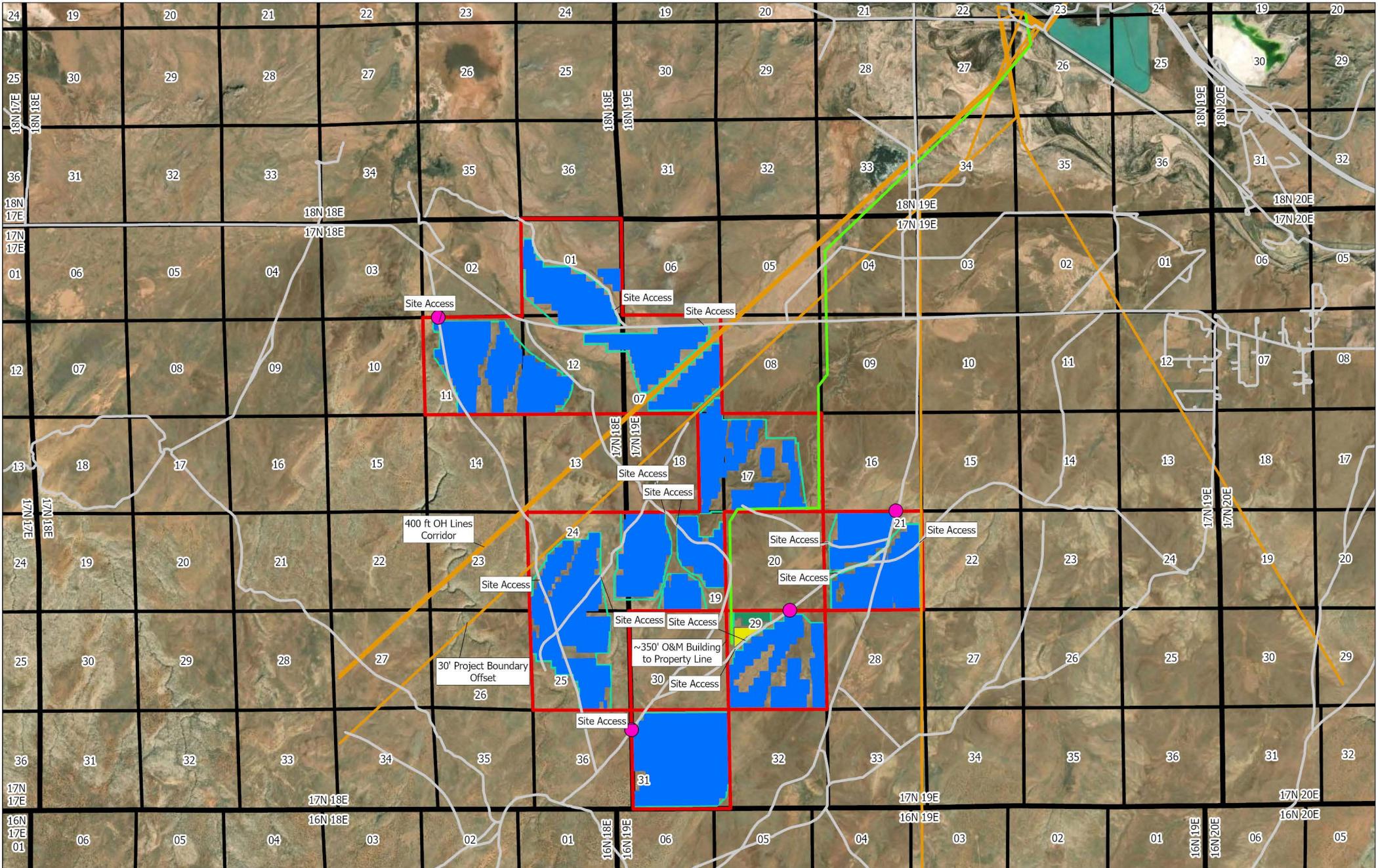
05/10/2022

**Exhibit A**  
**(to Memorandum of Option to Lease)**

Sections 1, the East Half of 10, 11, 12, 14, 13, the East Half of 15, the East Half of 22, 23, 24 and 25, Township 17 North, Range 18 East and Sections 7, 17, 19, 21, 29, 31, and the East Half of the East Half of 18, Township 17 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

Note: Developer acknowledges and agrees that any Option Property selected within the east 50 feet of Section 1 in T17N-R18E or within the north 50' of Section 7 in T17N-R19E will be subject to the limitation that no structures within such areas will be permitted which are higher than ten feet (10'), and if such areas are selected, the form of Lease will be modified to incorporate such restriction.

## ***Appendix C: Site Plans***



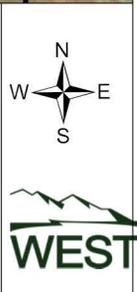
**Lark Point Solar Project**  
 Navajo County, AZ

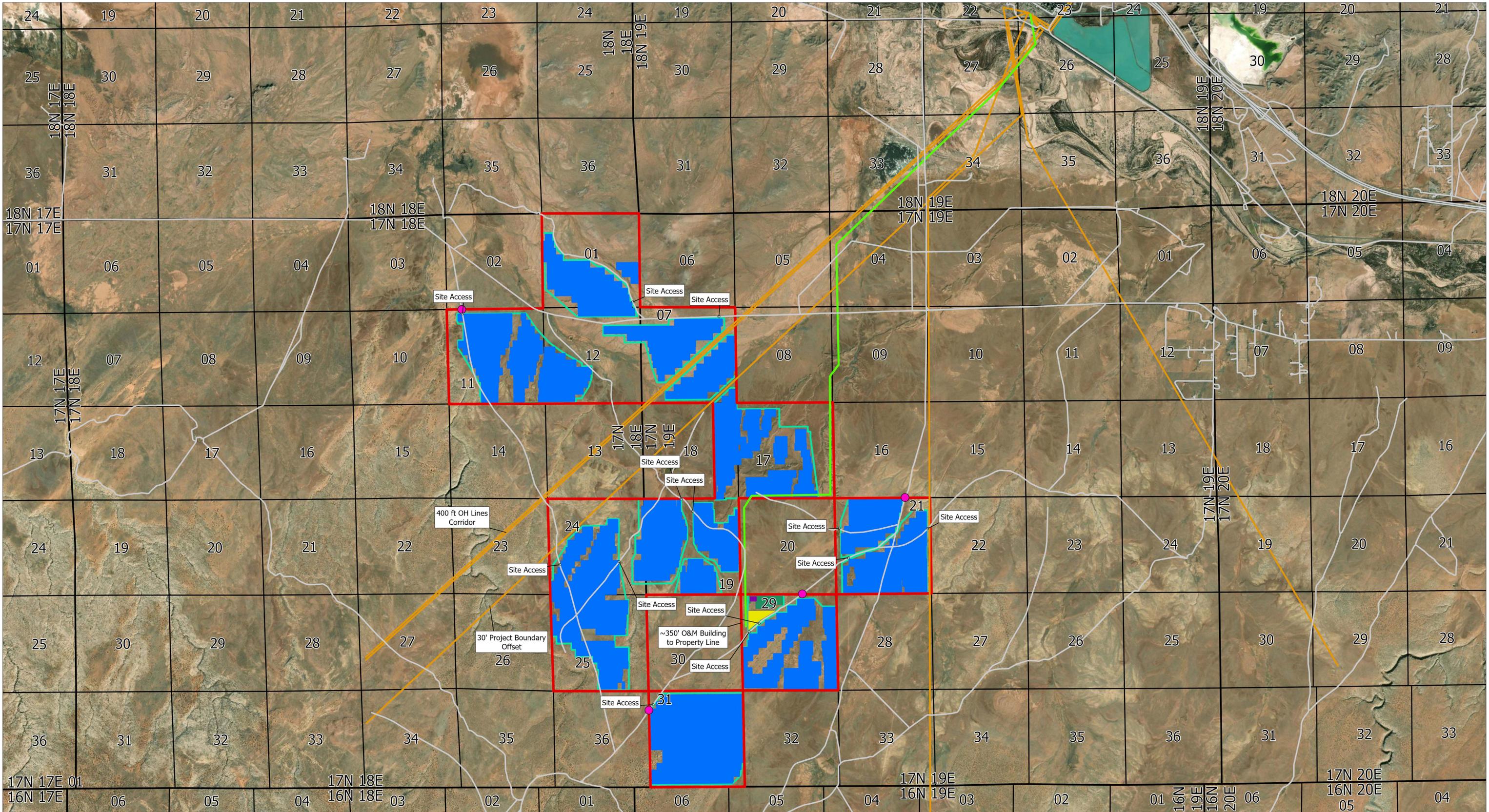
Data Source: World Imagery  
 Coordinate System: NAD 1983 UTM Zone 12N  
 Date: 5/2/2024 Author: H. Pilkington

0 1 2 mi  
 0 1 2 3 km

- Project Boundary
- Site Access
- Roads
- Overhead Lines
- Modules
- Gen-tie (~8.2 miles)
- O&M Building Area
- Fence
- BESS Area
- Modules
- PLSS Township/Range Line
- PLSS Section Line

Site size: 7,119 ac  
 Address: 4647 N 32Nd St Ste 240,  
 Phoenix AZ, 850183347





### Lark Point Solar Project

Navajo County, AZ

Data Source: World Imagery

Coordinate System: NAD 1983 UTM Zone 12N

Date: 5/2/2024 Author: H. Pilkington



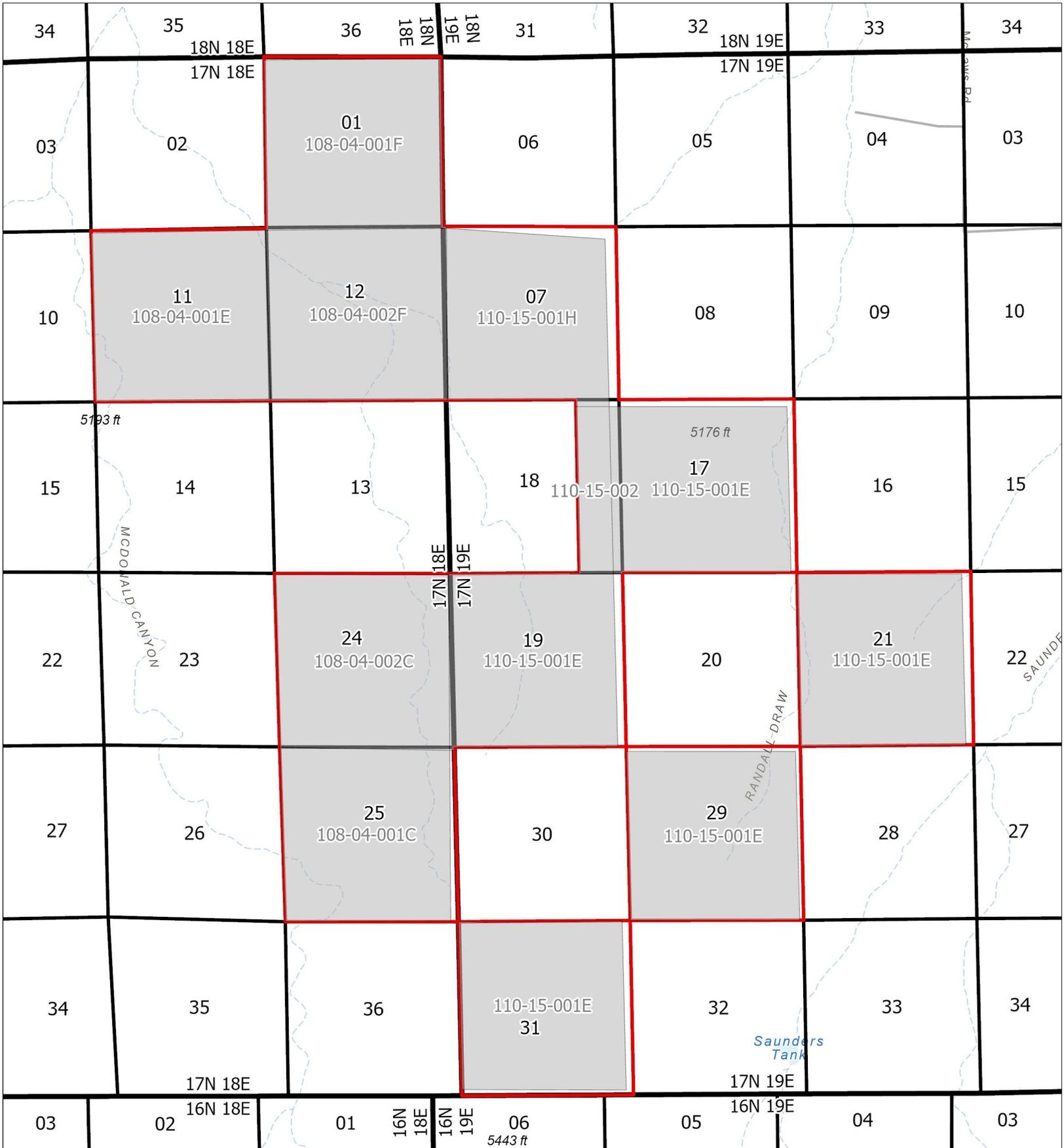
- Project Boundary
- Staging Area
- Existing Roads
- Gen-tie (~8.2 miles)
- Overhead Lines
- Solar Modules
- O&M Building Area
- Fence
- Substation
- BESS Area
- PLSS Township/Range Line
- PLSS Section Line

Site size: 7,119 ac

Address: 4647 N 32Nd St Ste 240,  
Phoenix AZ, 850183347



***Appendix D: Vicinity Map***

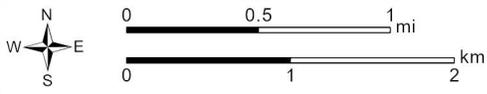


Lark Point Solar Project  
Navajo County, AZ

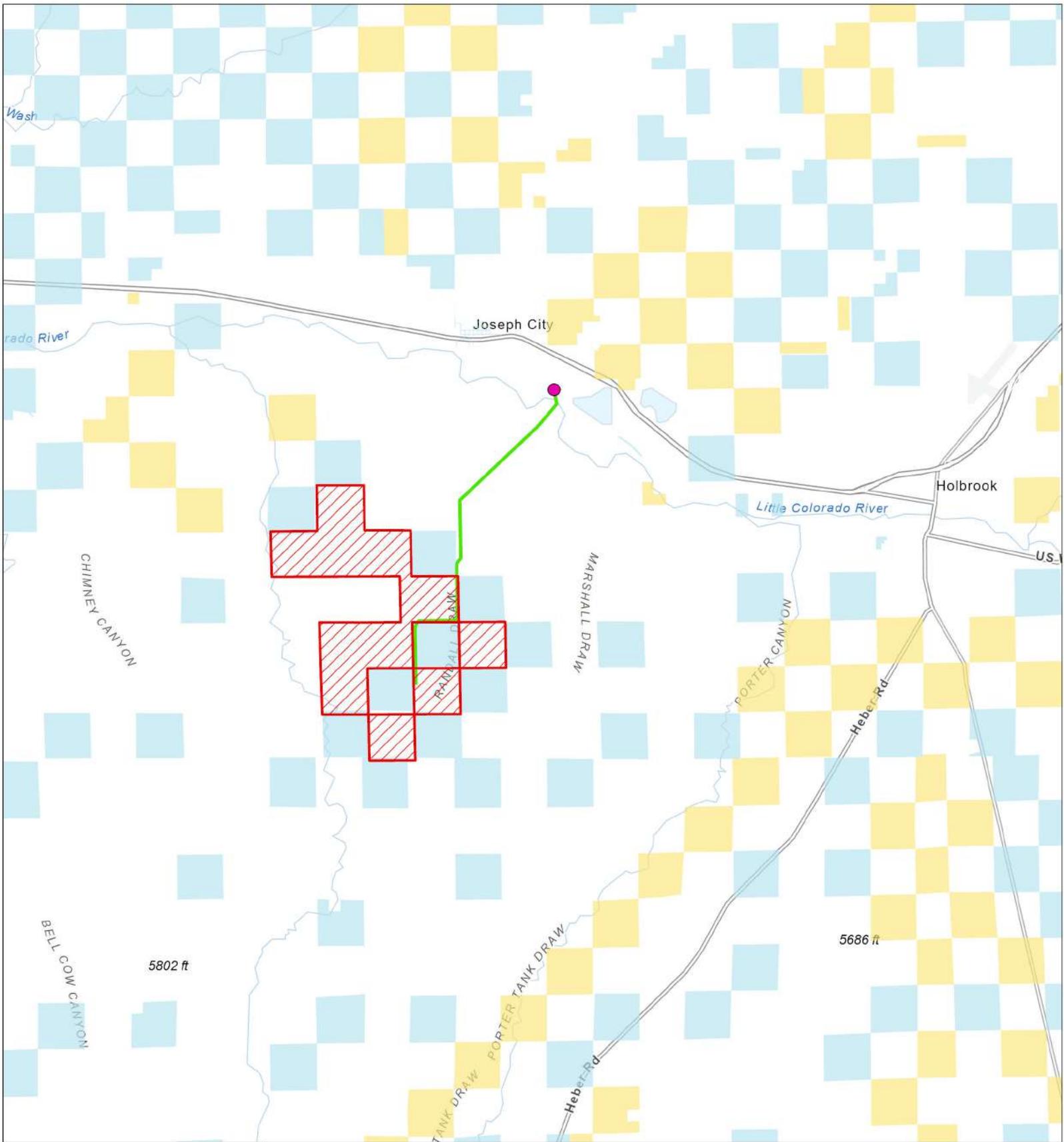
- Project Boundary
- Parcels
- PLSS Township/Range Line
- PLSS Section Line

PARCEL INFORMATION

APN	Zoning	Township	Range	Section
108-04-001F	Unspecified	17N	18E	01
108-04-001E	Unspecified	17N	18E	11
108-04-002F	Unspecified	17N	18E	12
110-15-001H	Unspecified	17N	19E	07
110-15-002	A-General	17N	19E	18
110-15-001E	A-General	17N	19E	17,19,21,29,31
108-04-002C	A-General	17N	18E	24
108-04-001C	A-General	17N	18E	25



Data Source: World Terrain; Navajo County GIS  
 Coordinate System: NAD 1983 UTM Zone 12N  
 Date: 4/29/2024 Author: H. Pilkington



**Lark Point Solar Project**  
Navajo County, AZ

- |   |                   |   |                           |
|---|-------------------|---|---------------------------|
|  | Project Boundary  |  | Bureau of Land Management |
|  | Gen-tie           |  | State                     |
|  | Cholla Substation |   |                           |



Data Source: World Terrain; PADUS  
 Coordinate System: NAD 1983 UTM Zone 12N  
 Date: 4/16/2024 Author: H. Pilkington

***Appendix E: Cultural Resource Assessment (Redacted)***

# A Class I Cultural Resources Assessment of Approximately 14,600 acres for the Proposed Lark Point Solar project near Holbrook, Navajo County, Arizona

**Longroad Energy**

**Prepared by:**

Jay D. Franklin, PhD  
Jeff Charest, MA

**Reviewed and Submitted by:**

Avi Buckles

WestLand Engineering & Environmental Services  
4001 E. Paradise Falls Drive – Tucson, Arizona 85712  
+1 520-206-9585

**Cultural Resources Report No. 2023-001**  
**WestLand Project No. 10523**

**January 5, 2023**

## STATEMENT OF CONFIDENTIALITY

Disclosure of the locations of historic properties to the public may be in violation of both federal and state laws. Applicable United States laws include, but may not be limited to, Section 304 (54 U.S.C. §307103) of the National Historic Preservation Act and the Archaeological Resources Protection Act (16 U.S.C. §470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

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Historical Map Review ..... 13

MANAGEMENT SUMMARY ..... 15

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## Appendices

### Appendix A. Archaeological Records Search

- Table A.1 Previous archaeological surveys intersecting the project area
- Table A.2 Known archaeological sites intersecting the project area
- Figures A.1-A.7 Previous archaeological sites and projects intersecting the area **Redacted**
- Class I References

## STATE HISTORIC PRESERVATION OFFICE REPORT ABSTRACT

**Report Title:** A Class I Cultural Resources Assessment of Approximately 14,600 Acres for the Proposed Lark Point Solar Project Near Holbrook, Navajo County, Arizona

**Report Date:** January 04, 2023

**Project Name:** Lark Point Class I

**Project Location:** Near Holbrook, Navajo County, Arizona

**Project Locator UTM:** 3856611m N; 553009m E (NAD83, Zone 12N)

**Project Sponsor:** Longroad Energy

**Sponsor Project Number(s):** n/a

**Lead Agencies:** n/a

**Other Involved Agencies:** n/a

**Funding Source:** Private

**Description of the Project/Undertaking:** WestLand Engineering & Environmental Services (WestLand) was retained by Longroad Energy (Longroad) to conduct a Class I cultural resources inventory of approximately 14,600 acres near Holbrook, Navajo County, Arizona. The proposed project seeks to develop 4,000 acres within the larger land package for a solar-energy generating and storage project. Longroad retained WestLand to perform a cultural resources assessment (i.e., a Class I records search) in support of the prospective solar project. The Class I study assessed previous survey coverage within the entire 14,600-acre series of parcels (the project area). Information collected included the number of archaeological surveys conducted in the project area; the number of archaeological sites recorded in the project area; and historical features that might be encountered on the landscape in the project area.

**Project Area/Area of Potential Effects (APE):** The desktop archaeological survey examined the entire 14,600-acre series of parcels (the project area). Records of previous sites located directly adjacent to the project area were also collected for review.

**Legal Description:** The project area is located in Township 17 North, Range 18 East, portions of Sections 1, 10–15, 22-25, 36; Township 17 North, Range 19 East, portions of Sections 7, 8, 16-22, 29-32; Township 16 North, Range 19 East, portions of Section 6; Gila & Salt River Baseline and Meridian; Navajo County, Arizona.

**USGS 7.5' Quadrangle(s):** Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw

**Land Jurisdiction:** The project area is located on privately owned land as well as parcels owned by the Arizona State Land Department (ASLD).

**Consultant Firm/Organization:** WestLand Engineering & Environmental Services

**Project Number:** 10523

**Permit Number(s):** n/a

**Total Sites:** 7

**Comments:** WestLand conducted a cultural resources records review in support of Longroad's project near Holbrook in Navajo County, Arizona. In order to gain an appreciation for previous survey coverage and known archaeological site density, WestLand reviewed existing archaeological survey and site information available (1) in the AZSITE archaeological database, (2) at the Arizona State Museum's Archaeological Records Office, and (3) in the Museum of Northern Arizona's (MNA) site files in Flagstaff. WestLand also examined relevant historical maps to assess the potential for significant historical sites such as buildings within the 14,600-acre project area.

At least four surveys are located entirely within or intersect the 14,600-acre project area. It is unclear if formal survey projects were associated with the sites recorded in the MNA site files. Three of the surveys were conducted after 1995 when modern GPS technology, close survey spacing, and standardized site definitions were in common use; one was conducted in 1974.

Seven sites are located within the project area. One site has been recommended eligible for inclusion in the National Register of Historic Places; the eligibility of the other six sites remains unknown.

Historical maps depict no historic-era buildings or features in the project area, and none are visible on modern aerial imagery.

Based on WestLand's records review, virtually the entire 14,600-acre project area has not been surveyed. Three of the four known surveys were conducted more than 10 years previous and are therefore out of date according to SHPO standards. One survey meets modern archaeological survey standards. Westland was unable to locate 4000 contiguous acres of low probability area within the broader 14,600-acre project area (especially within privately owned lands) without crossing the two major drainages (high site likelihood areas). We did delineate a smaller ~2900-acre contiguous area between the two drainages (all on private land). Westland recommends modern field inspection and a full Class III (i.e., pedestrian) cultural resources inventory of the areas between the two major drainages within the project area. The previously recorded seven archaeological sites should be reassessed as part of the field survey because they may be affected in order to secure a contiguous 4000 acres area for the proposed project.

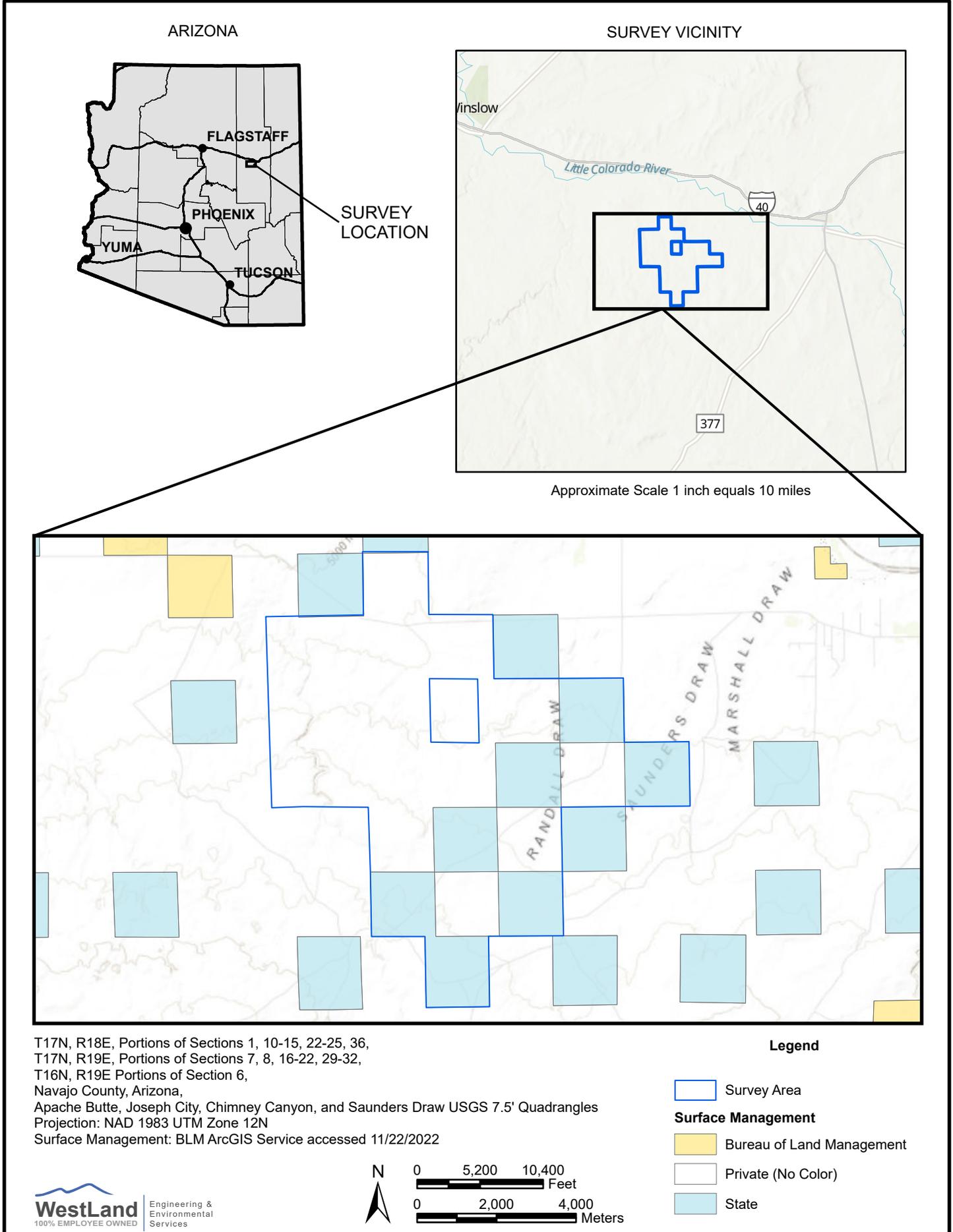
## INTRODUCTION AND PROJECT BACKGROUND

Longroad is planning the development of a solar generating and storage facility near Holbrook, Navajo County, Arizona. The overall conceptual project area is composed of approximately 14,600 acres of both ASLD land (~3694.4 acres) and privately owned lands, about 10,905.6 acres (**Figures 1-9**). Longroad seeks to develop its facility on a much smaller parcel within the overall project area of about 4000 contiguous acres, preferably on privately owned lands. This would include a five- to seven-mile-long generation interconnect. The project area is located in Township 17 North, Range 18 East, portions of Sections 1, 10–15, 22-25, 36; Township 16 North, Range 19 East, portions of Sections 7, 8, 16-22, 29-32; Township 17 North, Range 19 East, portions of Section 6; Gila & Salt River Baseline and Meridian; Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw U.S. Geological Survey [USGS] 7.5' quadrangles).

Longroad retained WestLand Engineering & Environmental Services (WestLand) to perform a cultural resources assessment (i.e., a Class I records search) in support of the prospective solar project. The purpose of the Class I cultural resources assessment was to provide Longroad with baseline information on known cultural resources in the project area by ascertaining previous cultural survey coverage of the project area, the number of archaeological sites recorded there, the number of sites to be avoided/mitigated (e.g., large and/or complex sites), and any high-density areas for archaeological sites. Historical maps (i.e., more than 50 years old) depicting the project area were also reviewed as part of the assessment. In the event that the Class I information is not informative, Westland will suggest one or more of the following: alternate means to assess, intuitive/topographical predictive modeling, larger cultural context research, and/or sample survey.

WestLand performed the Class I assessment and has prepared this report in accordance with Section 106 of the National Historic Preservation Act (as amended) and its implementing regulations (36 CFR 800), the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716), the Arizona Antiquities Act, Arizona State Historic Preservation Office (Arizona SHPO) guidelines (revised January 2016), and the Arizona SHPO-Arizona State Museum Interim Guidance (June 12, 2019).

The report begins with WestLand's research methods, followed by sections describing previous survey coverage, known archaeological sites, and potential historical resources in the project area. The report then concludes with a summary of the records check, a recommendation for areas with the lowest-density cultural resource sites based on our predictive modeling, and recommendations for further field study to confirm the presence of any significant cultural resources.



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

- Survey Area
- Surface Management**
- Bureau of Land Management
- State
- Private (No Color)

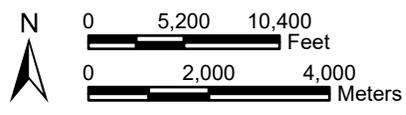
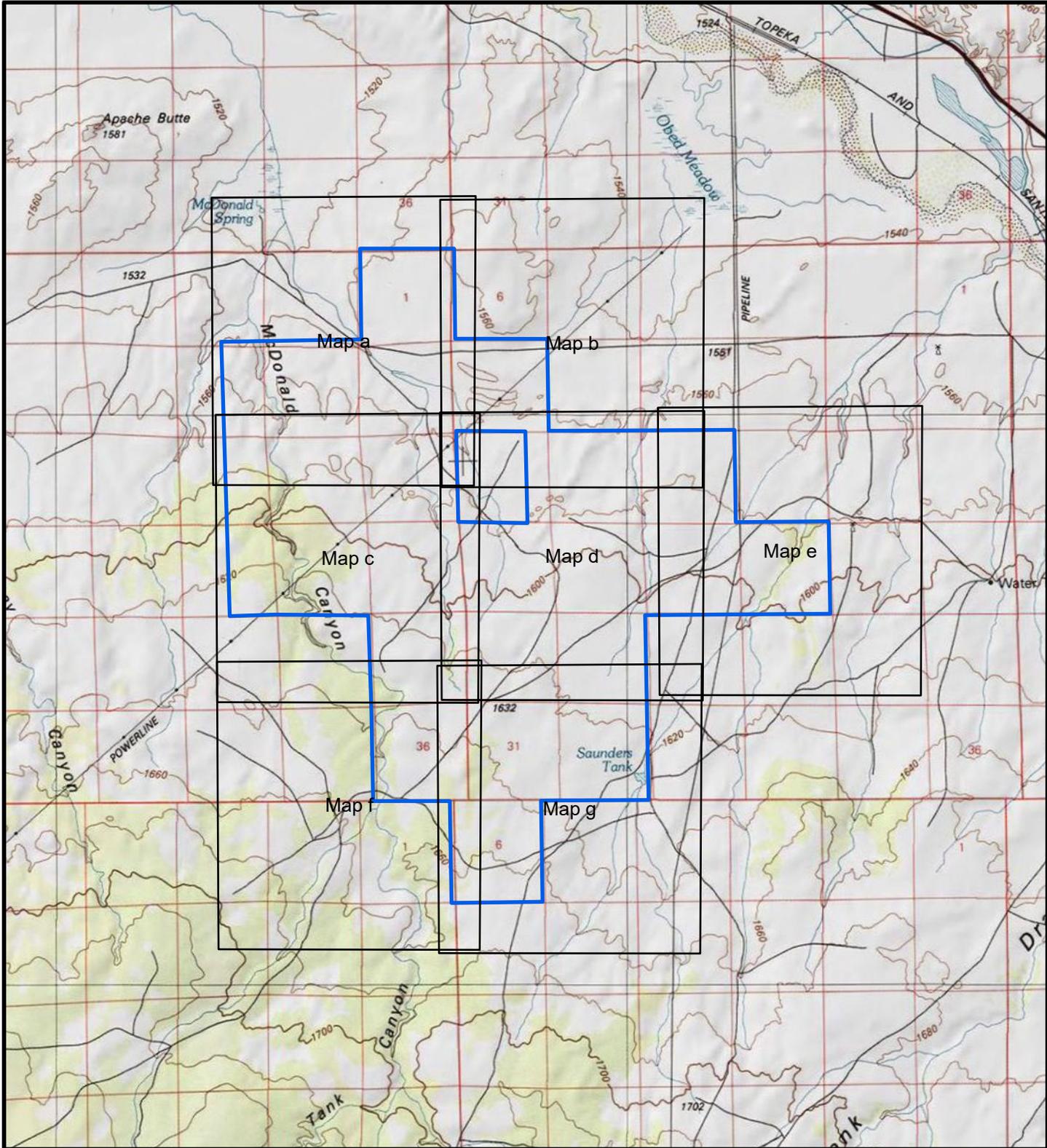


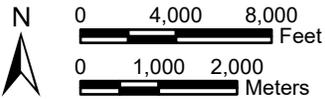
Figure 1. Vicinity map



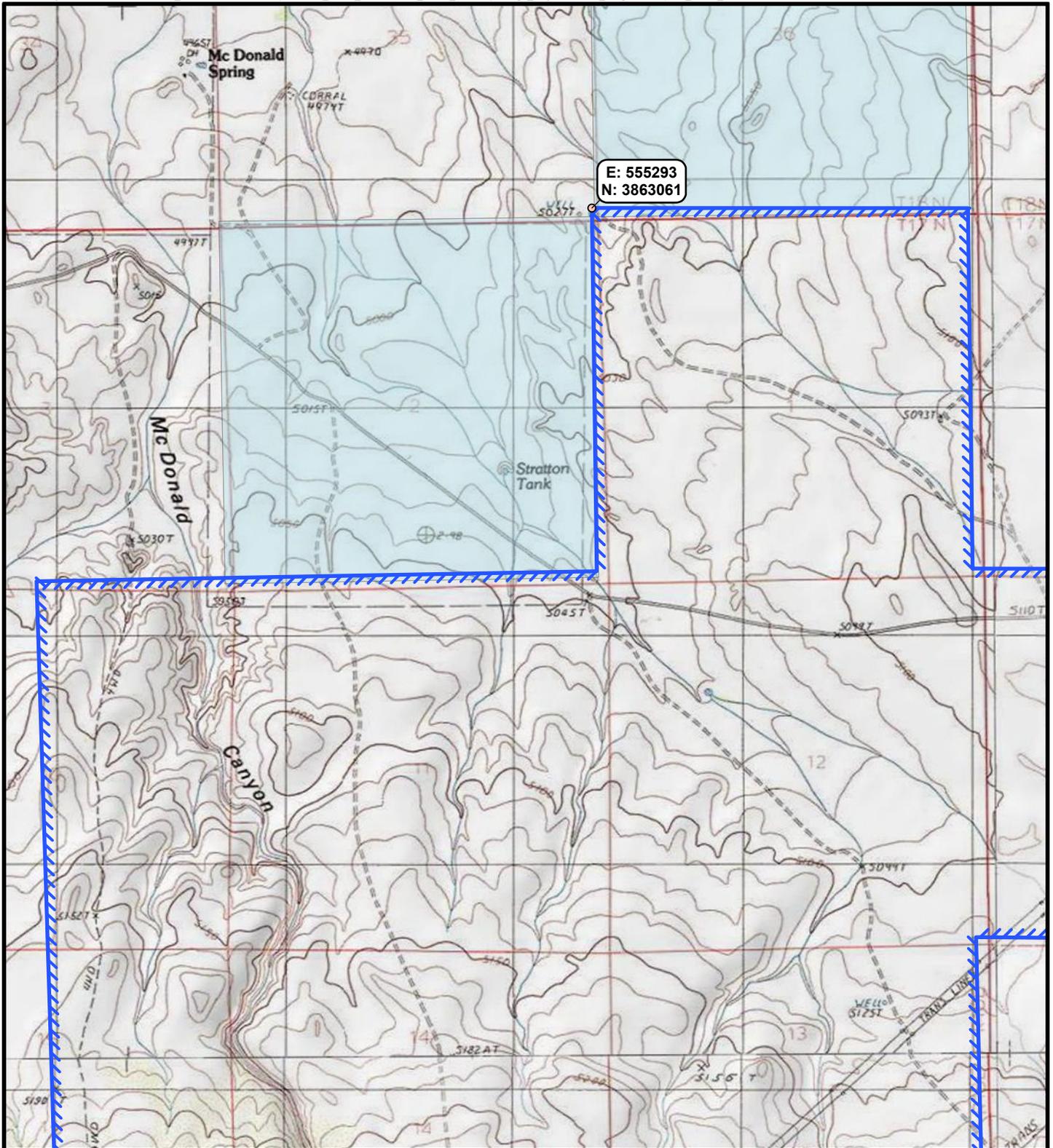
T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N

**Legend**

- Survey Area
- Detail Map



**Figure 2.** Project area showing index to detail maps



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,

Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

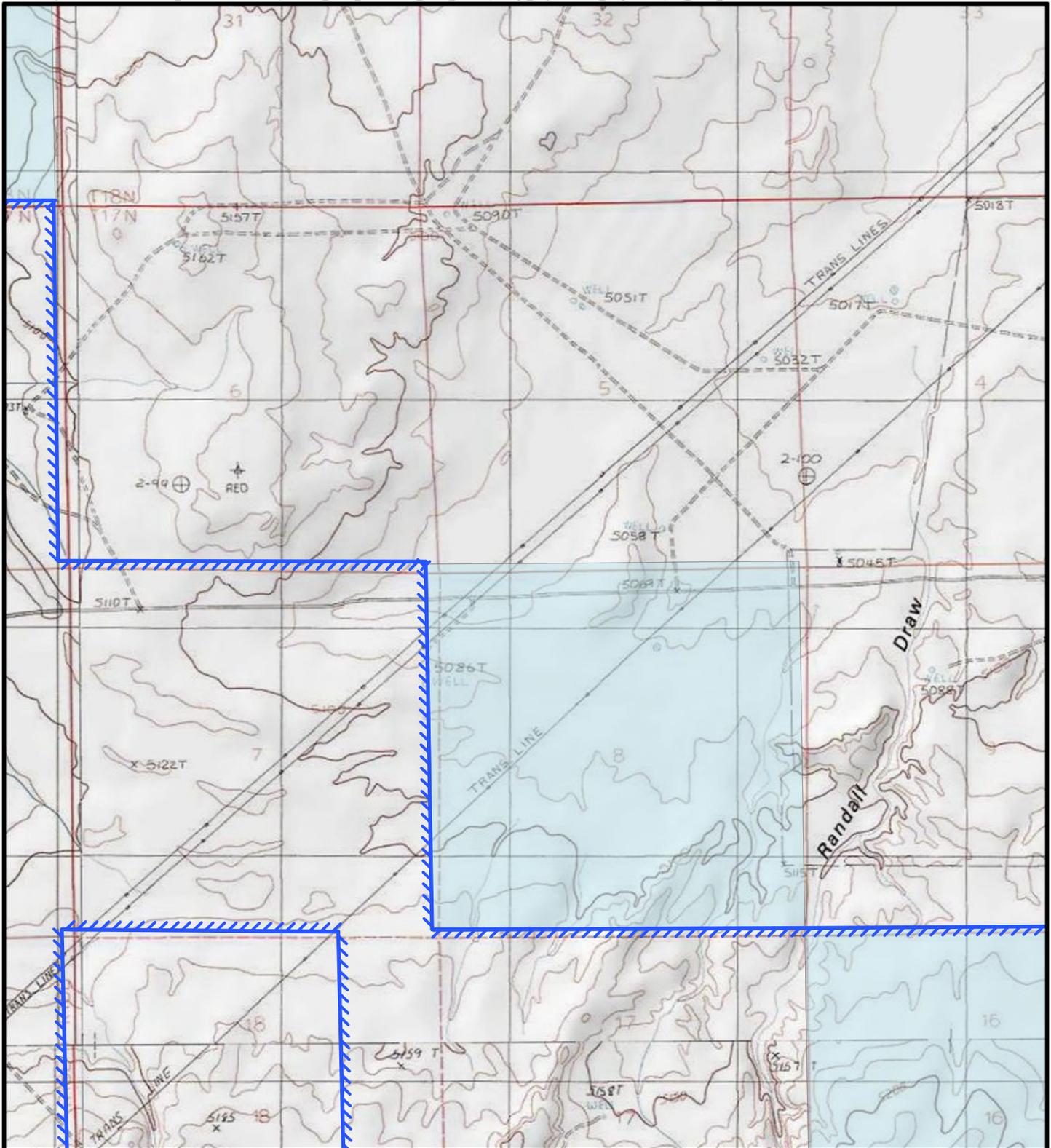
-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State



0 1,000 2,000  
 Feet

0 300 600  
 Meters

Figure 3. Project location showing surface management Map A



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State



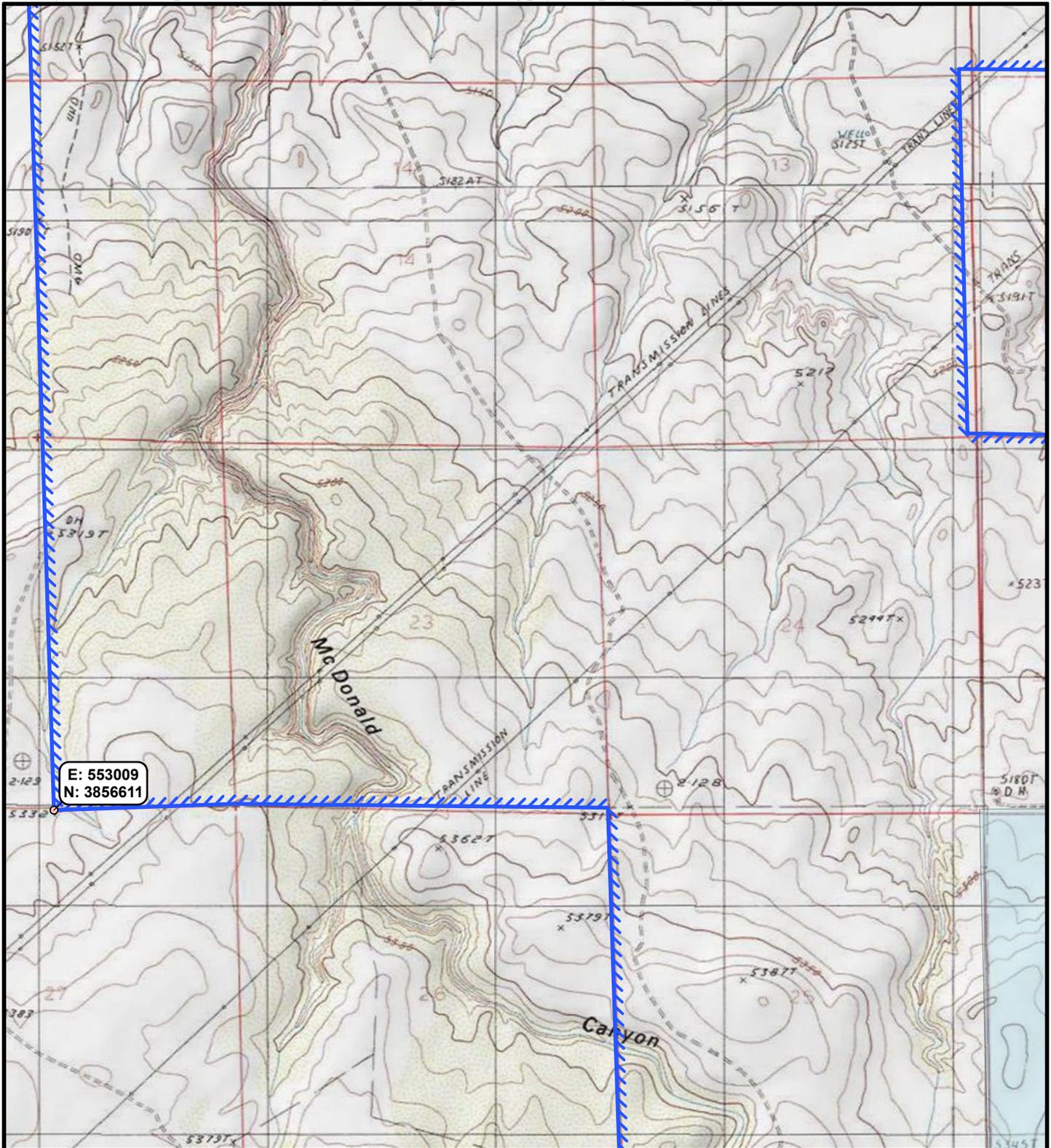
Engineering &  
 Environmental  
 Services



0 1,000 2,000  
 Feet

0 300 600  
 Meters

Figure 4. Project location showing surface management Map B



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State

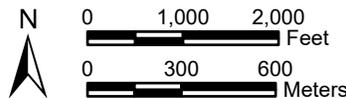
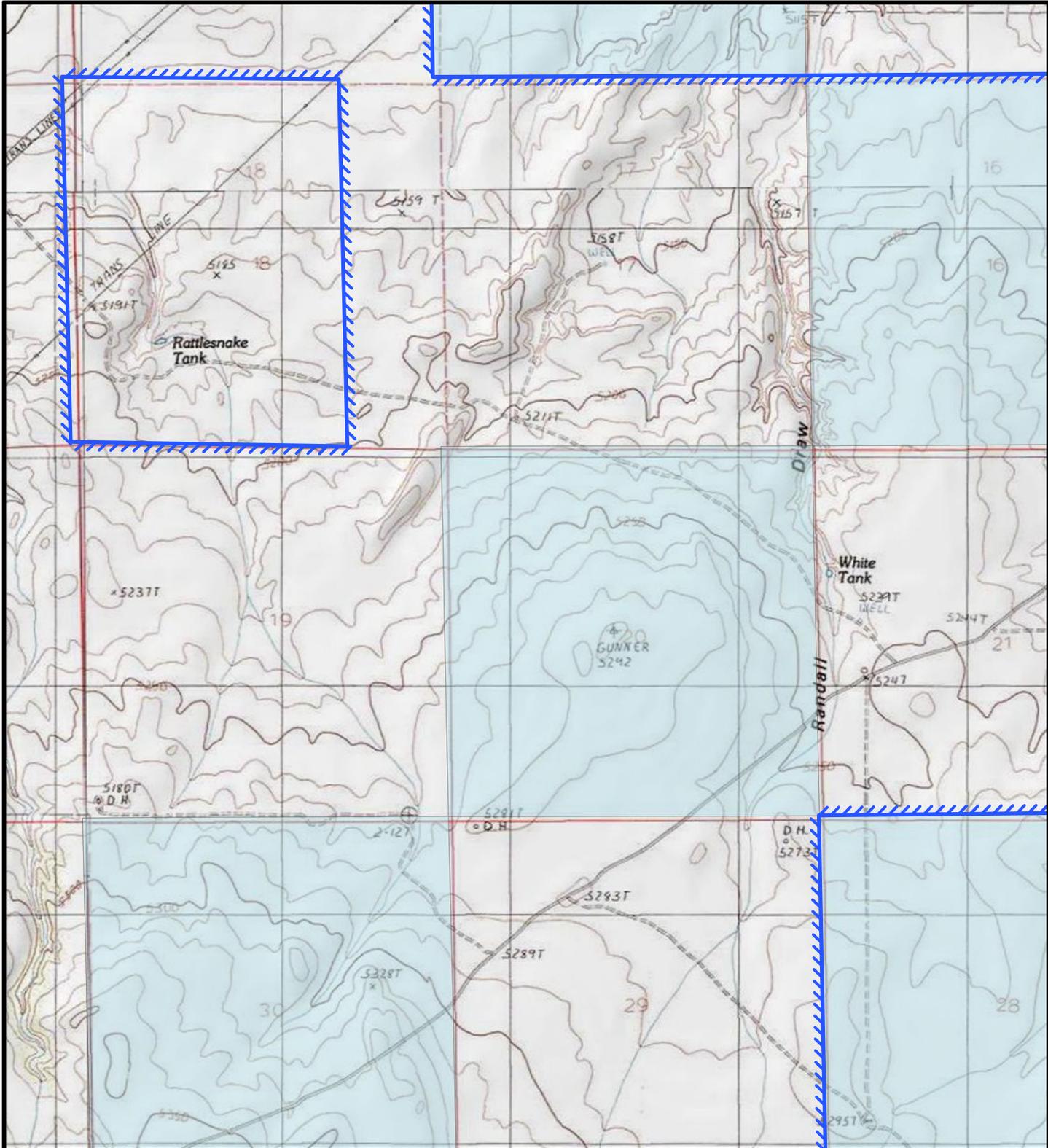


Figure 5. Project location showing surface management Map C



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State



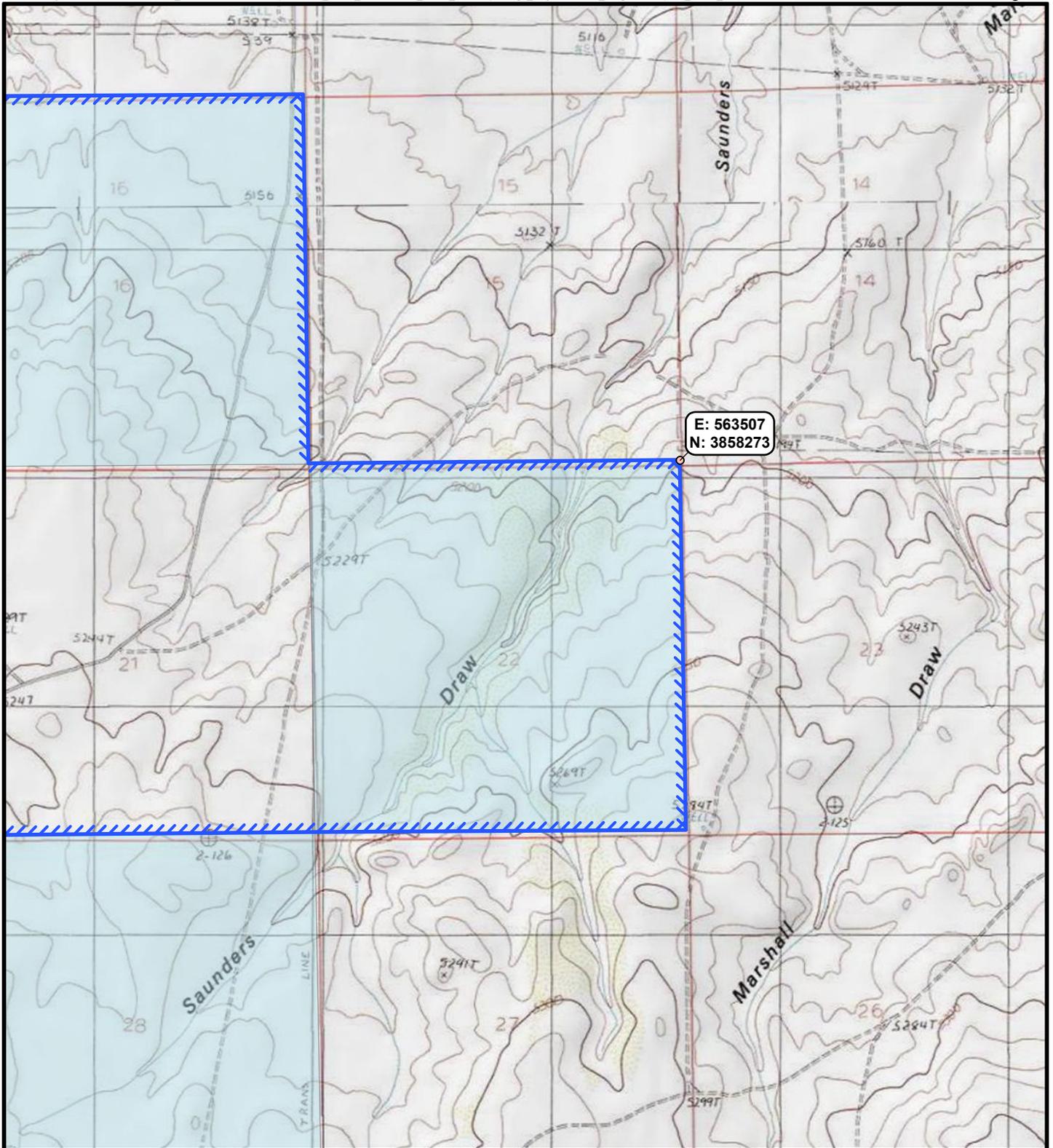
Engineering &  
 Environmental  
 Services



0 1,000 2,000  
 Feet

0 300 600  
 Meters

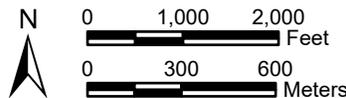
Figure 6. Project location showing surface management Map D



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State



**Figure 7.** Project location showing surface management Map E



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,

Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State

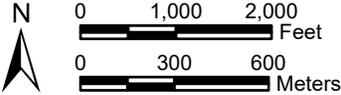
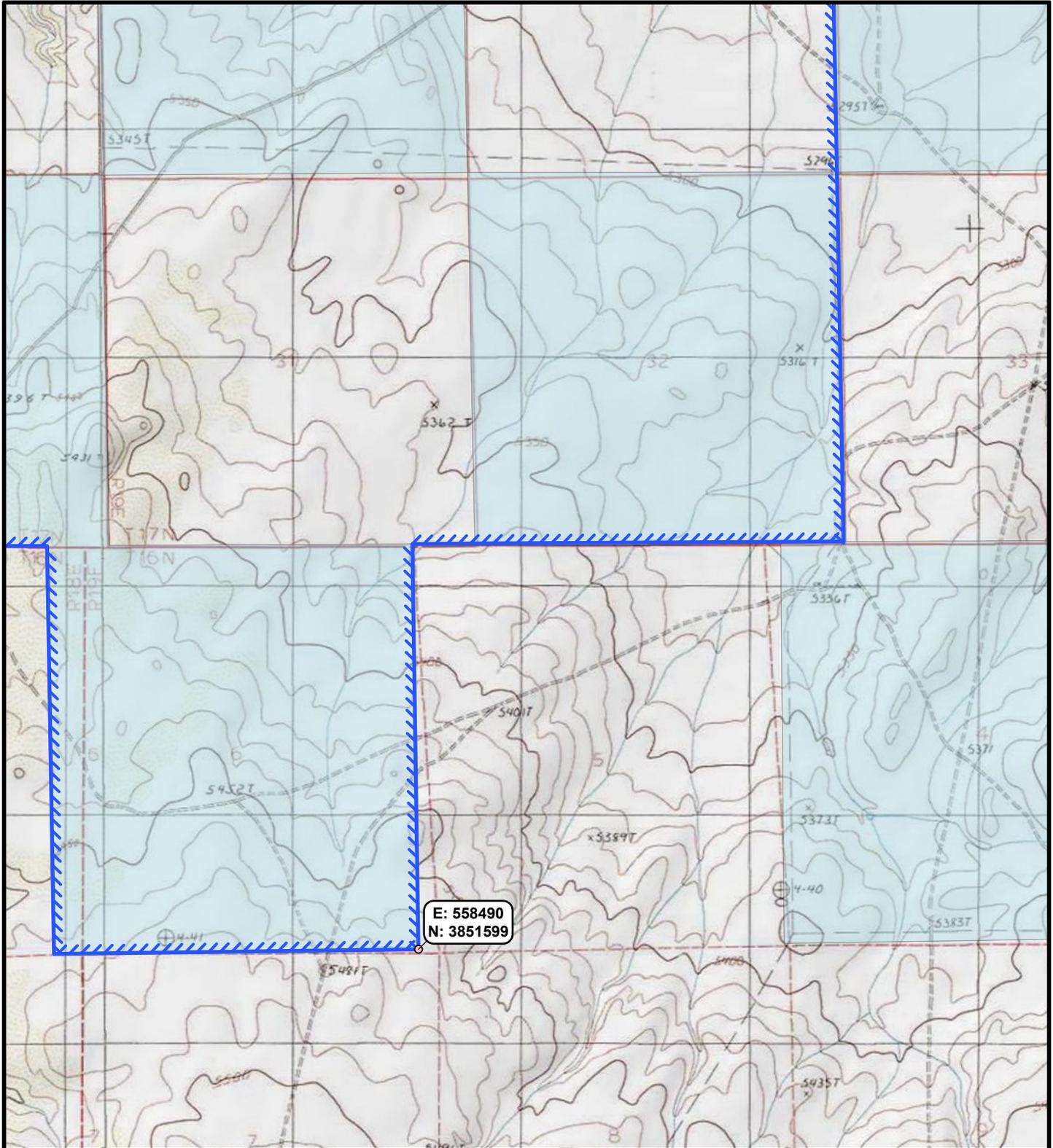


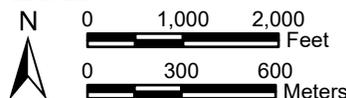
Figure 8. Project location showing surface management Map F



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM ArcGIS Service accessed 11/22/2022

**Legend**

-  Survey Area
- Surface Management (BLM Service)**
-  Private (No Color)
-  State



**Figure 9.** Project location showing surface management Map G

## ARCHAEOLOGICAL RESEARCH AND RECORDS SEARCH

As part of WestLand's cultural resources assessment, an archaeological review of the project area was performed in which cultural resource survey projects conducted in the project area and archaeological sites previously recorded there were documented. Sources for this research included (1) the site files at the Arizona State Museum's (ASM) Archaeological Records Office, (2) the site files at the Museum of Northern Arizona (MNA), and (3) AZSITE, Arizona's archaeological database.

For each previous project within the 14,600-acre project area, WestLand noted the agency project number, the project title, and a reference. Another aspect of WestLand's analysis was to determine the spatial extent of the previous archaeological survey coverage in the project area, particularly within the last 10 years. This 10-year timeframe is used to assess the adequacy of previously conducted surveys in light of current standards per Arizona SHPO guidelines (Arizona SHPO 2004). These guidelines make it clear that not all older surveys are inadequate, either from the perspective of meeting state and federal standards or from a research standpoint. However, many older surveys were conducted prior to the development of the state and federal standards that help ensure the adequacy of archaeological investigations, including those that specify what constitutes a 100-percent intensive survey and what defines an archaeological site.

Following Arizona SHPO guidelines, WestLand briefly looked at the results of the older surveys conducted in the project area to determine whether they met current standards, including assessing the survey and site recording methods employed. The review considered the accuracy of the data recording methods (i.e., whether GPS technology was used) and the professional qualifications of the researchers and project personnel (i.e., whether the surveys were conducted by professional archaeologists, volunteers, or student personnel). When possible, WestLand also determined whether or not the integrity of any previously recorded sites had changed since their initial recording. If the adequacy of a survey project is found to be in question, ground-truthing, sample resurvey, or a complete resurvey of the area in question may be necessary. Survey project information is presented in **Table A.1** and **Figure A.1. 1-7** in Appendix A.

WestLand also documented the number of previously recorded archaeological sites in the project area, including each site's ASM or MNA site number, site type, and age and cultural affiliation. When a reference for a site was available, that information was also provided. In addition, the National Register of Historic Places eligibility of the previously recorded sites in the project area was documented, if known. Previously known sites can fall under one of five National Register of Historic Places eligibility categories: (1) determined eligible or (2) not eligible by the Arizona SHPO, (3) recommended eligible or (4) not eligible by the site's recorder(s) without Arizona SHPO concurrence, and (5) unknown/not evaluated eligibility. Site information is presented in **Table A.2** and **Figure A.1. 1-7** in Appendix A.

The criteria for evaluating the eligibility of a site for inclusion in the National Register of Historic Places are specified in the Code of Federal Regulations (36 CFR 60.4). The pertinent criteria, as specified in the federal regulations, are excerpted and presented below:

The quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and

- (a) that are associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) that are associated with the lives of persons significant in our past; or
- (c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- (d) that have yielded, or may be likely to yield, information important in prehistory or history.

Site and National Register of Historic Places eligibility information can help guide Longroad's future planning in terms of design avoidance and mitigation measures prior to the development of the fiber optic line.

Recent archaeological surveys at Rock Art Ranch, immediately west of the current project area, indicated that archaeological site density was overwhelmingly denser along the canyons and major drainages (Lange et al 2021). Therefore, predictive modeling for the current project was predicated on searching for a large, contiguous area (~4000 acres) away from drainages where higher site densities might be expected.

## RECORDS SEARCH RESULTS

WestLand performed an archaeological records check and literature search of the site files available at the Arizona State Museum's Archaeological Records Office, in Arizona's online cultural resources database (AZSITE), and a review of the Museum of Northern Arizona's site files in Flagstaff. Information on previously recorded sites and survey projects in the 14,600-acre project area and (for sites) in the area directly adjacent to the project area was used to provide baseline information on the cultural resources that could be impacted by the project, as well as any areas that might need additional Class III survey.

According to the records check, at least four cultural resources surveys have been conducted within or abutting the 14,600-acre project area (**see Table A.1; Figures A.1. 1-7** [Appendix A]). Most were conducted for transmission line surveys for APS. It is unclear if formal survey projects were associated with the sites recorded in the MNA site files. Three of the four recorded surveys were conducted after 1995 when modern GPS technology, close survey spacing, and standardized site definitions were in common use; one was conducted in 1974. Nonetheless, three of the four surveys are more than 10 years old. It is presumed that the 1974 survey does not meet modern standards.

The records check indicates that seven previously recorded sites are located in the 14,600-acre project area or are plotted directly adjacent to the project corridor (**see Table A.2; Figures A.1. 1-7** [Appendix A]). One site has been recommended eligible for inclusion in the National Register of Historic Places (but apparently not determined thus by SHPO). The eligibility status of the other six sites remains unknown.

### Historical Map Review

In addition to the records check, historical (i.e., more than 50 years old) General Land Office (GLO) plats, and USGS quadrangle maps were examined to identify potentially historical features that might be encountered in the project area. The features depicted on these maps meet the minimum threshold for being considered historical according to Arizona State Museum criteria. However, in accordance with a current provisional policy adopted by the Arizona SHPO and the Arizona State Museum, in-use linear infrastructure, while recorded and evaluated, is no longer assigned Arizona State Museum site numbers.

When a historical feature was identified on a map, current aerial photographs were examined to preliminarily assess whether the feature was still present and in use on the landscape. Available historical USGS quadrangle maps at the Historical Topographic Map Collection (<https://ngmdb.usgs.gov/topoview/>) and available historical GLO plats at the Official Federal Land Records Site (<https://gloreCORDS.blm.gov/>) were used for this research.

The following historical USGS quadrangles and GLO plats were examined to identify potentially historical features in the project area.

- GLO plat for Township 17 North, Range 18 East, accepted February 5, 1884
- GLO plat for Township 16 North, Range 19 East, accepted July 11, 1884
- GLO plat for Township 17 North, Range 19 East, accepted February 5, 1884
- USGS Apache Butte, AZ, 7.5' (1:24,000) series quadrangle edition of 1986;
- USGS Joseph City, AZ, 15' (1:62,500) series quadrangle edition of 1955
- USGS Joseph City, AZ, 7.5' (1:24,000) series quadrangle edition of 1986
- USGS Chimney Canyon, AZ, 7.5' (1:24,000) series quadrangle edition of 1986
- USGS Saunders Draw, AZ, 7.5' (1:24,000) series quadrangle edition of 1986

The historical map review resulted in the identification of no historical features that may be potentially encountered in the project area.

## MANAGEMENT SUMMARY

WestLand conducted a cultural resources records review in support of Longroad's proposed solar project near Holbrook, Navajo County, Arizona. To gain an understanding of previous survey coverage and known archaeological site density in the project area, WestLand reviewed existing archaeological survey and site information available in the AZSITE archaeological database, at the Arizona State Museum's Archaeological Records Office, and in the site files of the Museum of Northern Arizona in Flagstaff. WestLand also examined relevant historical maps to assess the potential for significant historical sites such as buildings in the 14,600-acre project area.

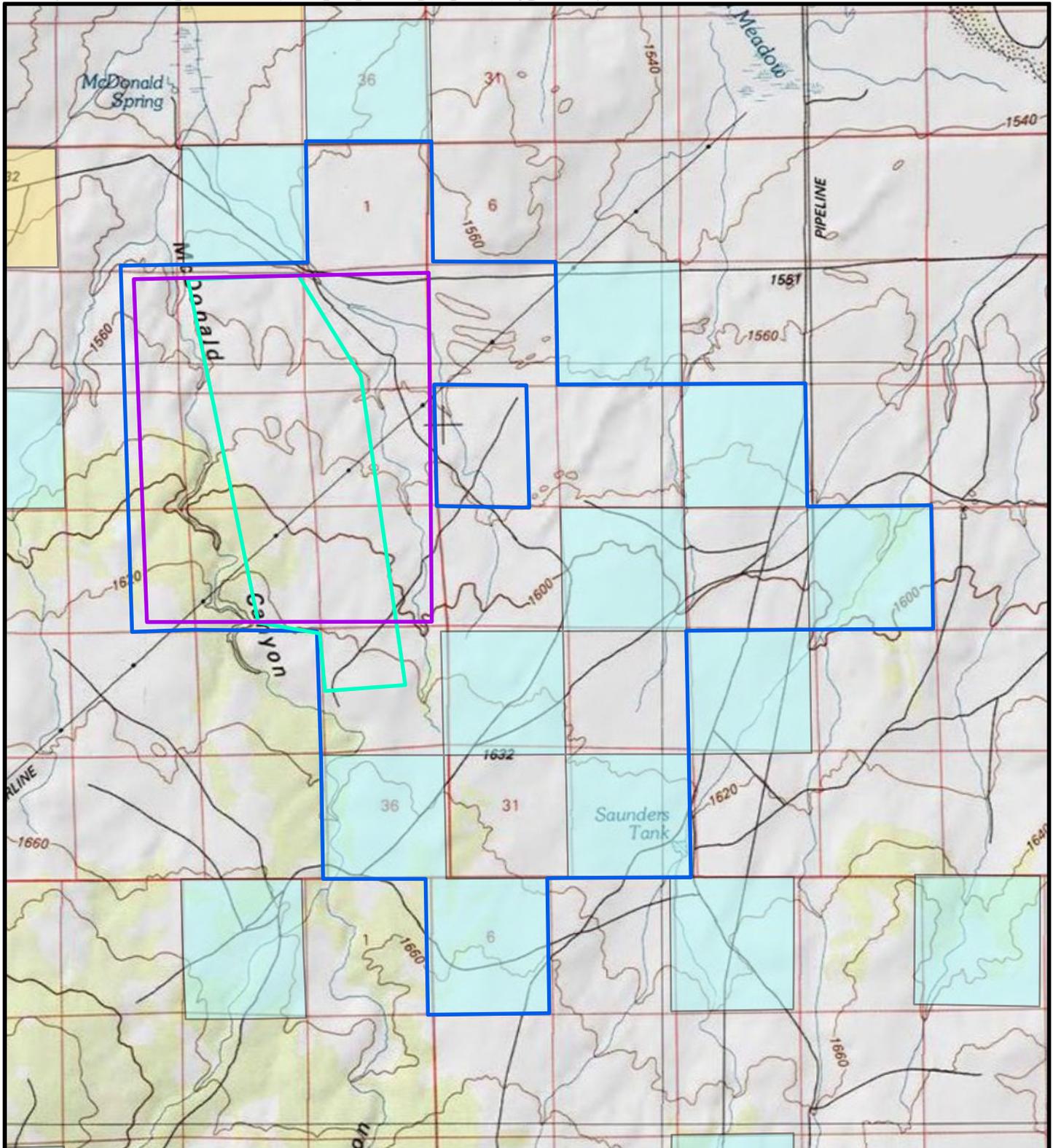
Four surveys are located within or intersect the 14,600-acre project area. Three of these were conducted after 1995 when modern GPS technology, close survey spacing, and standardized site definitions were in common use. One was conducted in 1974 well before modern GPS technology. The previous surveys recorded seven sites in the project area, one of which has been recommended eligible for inclusion in the National Register of Historic Places. The eligibility of the other six sites is unknown. According to the historical map review, there are no historical structures or features within the project area. None of these are visible on modern aerial imagery, either.

Longroad requested that Westland include the following in the Class I records search and cultural resources inventory: percentage of project area previously surveyed, the number of archaeological sites previously recorded, the number of archaeological sites to be avoided/mitigated, the presence of large and/or complicated sites (e.g., multiple room blocks), and potential areas where a high density of sites might be expected.

More than 95% of the proposed 14,600-acre project area has not been previously surveyed. While only seven archaeological sites have been previously recorded, the site density is likely significantly higher, especially along the major drainages in the project area (e.g., McDonald Canyon). By way of example, nearly 97% (85/88) of Basketmaker II sites in the adjacent Rock Art Ranch survey area are located within 250 m of either major drainage system there (Lange et al. 2021:25). Similarly, several large Pueblo I sites with dense middens are also located along the major drainages (Lange et al. 2021:27). At least four Pueblo III sites with stone masonry rooms exist along the canyons in the Rock Art Ranch study area (Lange et al. 2021:29).

While none of the previously recorded sites in the current project area appear to be large or complex, at least five of them possess architecture (one possesses at least four rooms). These five sites are located on ASLD lands (one of the five sites straddles a privately owned parcel; see **Table A.2**). In short, room block sites may be expected in the project area, especially along the drainages.

Longroad further requested that if the Class I inventory was not very informative, that an alternate means to assess the project area be offered. Potential options are intuitive/topographic modeling, larger cultural context research, and a sample (Class III) survey. Longroad is seeking to develop a contiguous 4000-acre tract within the larger 14,600-acre project area that is unlikely to impact (important) archaeological sites). The largest contiguous tract that can be made without crossing both major drainages within the larger 14,600-acre project area is approximately 2900 acres (**Figure 10**). Even at that, the tract would run along both drainages on the west and east sides. WestLand suggests a Class III archaeological survey of approximately 4000 acres subsuming the smaller 2900-acre area (see **Figure 10**). In this way, the impact to cultural resources may be assessed and an appropriate location may be found for the solar facility.



T17N, R18E, Portions of Sections 1, 10-15, 22-25, 36,  
 T17N, R19E, Portions of Sections 7, 8, 16-22, 29-32,  
 T16N, R19E Portions of Section 6,  
 Navajo County, Arizona,  
 Apache Butte, Joseph City, Chimney Canyon, and Saunders Draw USGS 7.5' Quadrangles  
 Projection: NAD 1983 UTM Zone 12N  
 Surface Management: BLM 2022; WRI Modified 2022

**Legend**

- Survey Area
- Recommended Class III Survey Area (Approximately 4,000 Acres)
- Potential Area of Lower Archaeological Site Density

**Surface Management**

- Bureau of Land Management (BLM)
- Private Land (No Color)
- State Trust Land

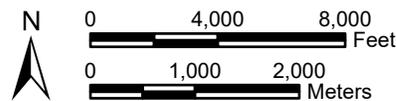


Figure 10. Recommended class III survey area

## REFERENCES

Arizona State Historic Preservation Office (Arizona SHPO)

2004 *SHPO Position on Relying on Old Archaeological Survey Data*. SHPO Guidance Point No. 5. April 20, 2004.

2016 *Standards for Inventory Documents Submitted for SHPO Review in Compliance with Historic Preservation Laws*. Arizona State Parks, Phoenix.

2019 *SHPO-ASM Interim Guidance Regarding Survey Report Standards*. Arizona State Parks, Phoenix.

Lange, Richard C., Samantha G. Fladd, and E. Charles Adams

2021 *Comings and Goings: 13,000 Years of Migration In and Around Rock Art Ranch, Northeastern Arizona*. Technical Report of the Homol'ovi Research Program, Arizona State Museum, and the Rock Art Ranch Archaeological Field School, Arizona State Museum and School of Anthropology, University of Arizona 2011-2016. ASM Accession AP-2012-0321, Tucson.

## Appendix A

### Archaeological Records Search

The following information is considered sensitive; may be protected under federal, state, and local laws; and may be removed from the report

**Maps Have Been Redacted**

**Table A.1. Previous archaeological surveys intersecting the project area\***

Agency Project No.	Project Name	Reference
1974-16.ASM 1	Cholla-Saguaro Transmission Line	Teague and Mayro 1979
2007-405.ASM 2	APS On-Call Cultural Resources Surveys	Courtright 2011
2009-197.ASM 3	APS NE-2 Cholla to Show Low 69-kV Transmission Line	Walker and Rowe 2012
2015-583.ASM 4	EPNG L2201 and 2217	Hayden et al. 2016a, b

\* Only projects within or intersecting the project area are listed.

**Table A. 2. Known archaeological sites intersecting the project area\***

Site Number (ASM/USFS)	Site Type	Age and Cultural Affiliation	Reference	National Register Eligibility	Land Jurisdiction
AZ P:3:9(ASM) 1	lithic scatter	Unknown; Native American	Teague and Mayron 1979	unevaluated/ not listed	Private
AZ P:3:13(ASM) 2	habitation	Ceramic; Ancestral Puebloan; Native American		considered eligible (D)	Private; ASLD
NA3211 3	habitation	Pueblo III; Native American			ASLD
NA3214 4	habitation	Pueblo II; Native American	MNA site files	Unknown	ASLD
NA3215 5	habitation	Pueblo I and III; Native American	MNA site files	Unknown	ASLD
NA3216 6	habitation	Pueblo II; Native American	MNA site files	Unknown	ASLD
NA15187 7	lithic scatter	Unknown; Native American	MNA site files	Unknown	Private

\* Only sites within or intersecting the project area are listed.

## CLASS I REFERENCES

Courtright, J. Scott

2011 A Cultural Resources Survey of 150.5-Miles (3,651 Acres) of Federal and State Land for the Arizona Public Service Company 345-1 (Four Corners-Cholla-Pinnacle Peak) 345-kV Transmission Line, Coconino, Gila, Maricopa, and Navajo Counties, Arizona. LSD Technical Report 075107 (345-1c). Logan Simpson Design, Inc., Tempe, AZ.

Hayden, Caitlin, S. Jerome Hesse, and Adrienne M. Tremblay

2016a Archaeological Survey of El Paso Natural Gas Line No. 2217 from Milepost 13.6 to Milepost 37.8 in Navajo County, Arizona. Cultural Resource Report No. 16-65. SWCA Environmental Consultants, Tucson.

2016b Archaeological Survey of El Paso Natural Gas Line No. 2201 from Milepost 0 to Milepost 24 in Navajo County, Arizona. Cultural Resource Report No. 16-79. SWCA Environmental Consultants, Tucson.

Teague, Lynn S. and L. L. Mayro

1979 An Archaeological Survey of the Cholla-Saguaro Transmission Line Corridor. Arizona State Museum Archaeological Series No. 135, Volumes 1 and 2. Arizona State Museum, Tucson.

Walker, Jessica, and Robert A. Rowe

2012 A Cultural Resources Survey of the Arizona Public Service Company's 56.88 Mile Long (344.72 acre) NE-2 and 58.14 Mile Long (352.36 acre) NE-3 (Cholla to Show Low) 96-kV Transmission Lines on Federal, State, and County Land in Navajo County, Arizona. Logan Simpson Design, Tempe, Arizona.

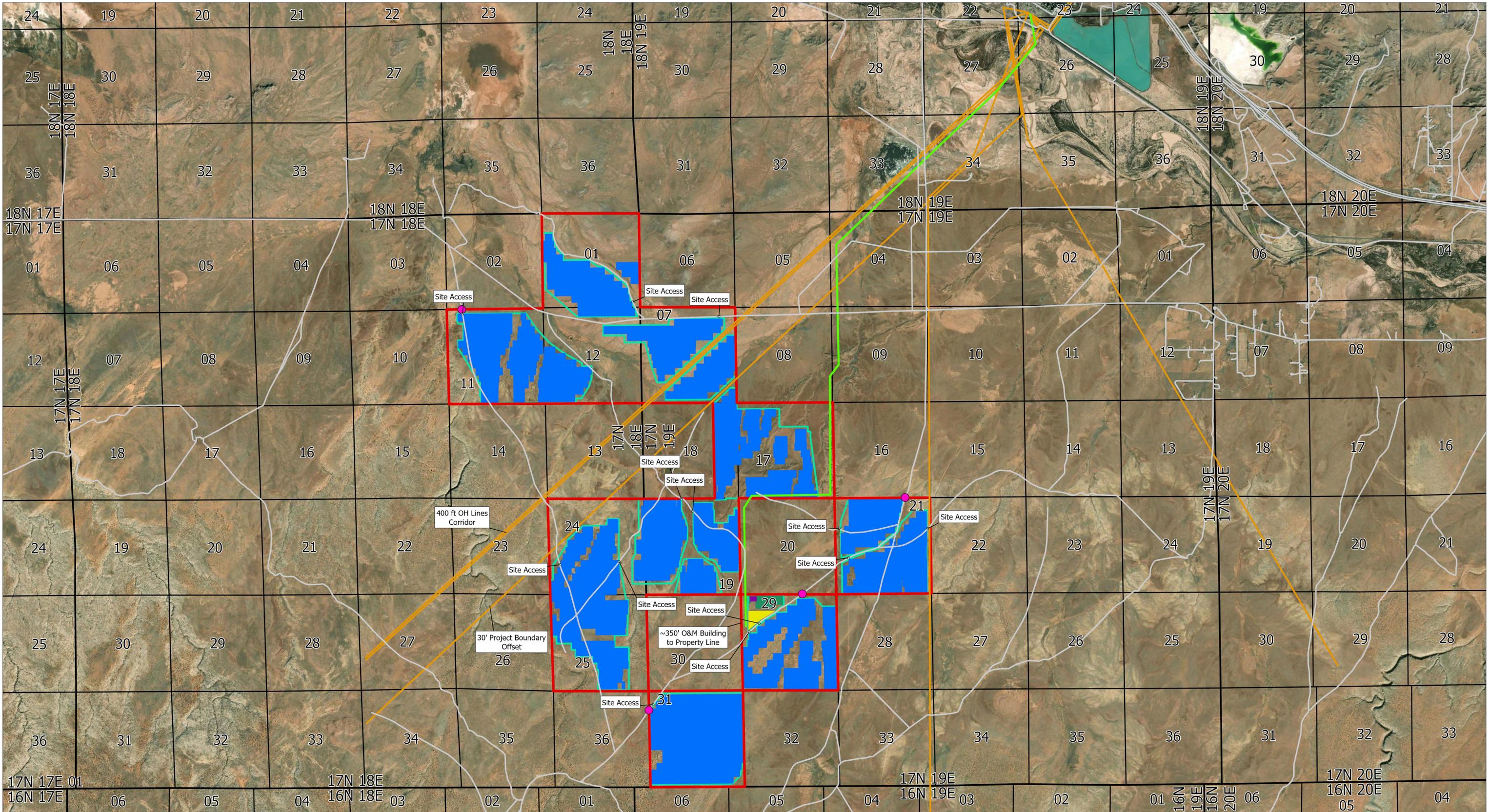
## ***Appendix F: Aerial Photographs***

Images: Aerial views of the proposed Lark Point project









### Lark Point Solar Project

Navajo County, AZ

Data Source: World Imagery

Coordinate System: NAD 1983 UTM Zone 12N

Date: 5/2/2024 Author: H. Pilkington



- Project Boundary
- Staging Area
- Existing Roads
- Gen-tie (~8.2 miles)
- Overhead Lines
- Solar Modules
- O&M Building Area
- Fence
- Substation
- BESS Area
- PLSS Township/Range Line
- PLSS Section Line

Site size: 7,119 ac  
 Address: 4647 N 32Nd St Ste 240,  
 Phoenix AZ, 850183347





**Board of Supervisors Regular**

**7. a. 1. a.**

**Meeting Date:** 10/22/2024

**Title:** FCD Community Rating System Annual Recertification

**Submitted For:** William Flake, Assistant County Engineer

**Submitted By:** Donald Perkins, Flood Control Manager

**Department:** Public Works

---

**Motion before the Board:**

Navajo County's Community Rating System (CRS) Annual Re-certification

**Background:**

Navajo County participates in the National Flood Insurance Program (NFIP), which allows citizens to purchase flood insurance underwritten by the NFIP. The County has chosen to participate in the Community Rating System (CRS), a voluntary program that rewards communities for implementing floodplain management practices that exceed the minimum NFIP requirements. As a result, participating communities receive discounts on flood insurance premiums. Navajo County's current CRS rating provides a 5% discount on flood insurance premiums for its residents. The CRS program encourages improved land use and development practices that enhance flood risk management. The County's Flood Control team has prepared the necessary documentation for this year's recertification. The submittal is expected to qualify Navajo County for the continued 5% reduction in flood insurance premiums for our citizens.

---

**Fiscal Impact**

**Fiscal Year:** 24/25

**Budgeted Y/N:** N

**Amount Requested:** \$0

**Fiscal Impact:**

---

**Attachments**

[https://destinyhosted.com/frsv5/agenda/agenda\\_memo.cfm?rev\\_num=0&&seq=4331&currLayer=Layer4](https://destinyhosted.com/frsv5/agenda/agenda_memo.cfm?rev_num=0&&seq=4331&currLayer=Layer4)

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**Form Review**

**Inbox**

Brandt Clark

Public Works Director

Form Started By: Donald Perkins

Final Approval Date: 10/11/2024

**Reviewed By**

Brandt Clark

Madhav Mundle

**Date**

10/11/2024 09:49 AM

10/11/2024 10:01 AM

Started On: 10/02/2024 04:40 PM



**Board of Supervisors Regular**

**7. b. 1.**

**Meeting Date:** 10/22/2024

**Title:** Land Purchase Agreement for Flood Control in the Wagon Wheel Area Navajo County, Arizona

**Submitted For:** William Flake, Assistant County Engineer

**Submitted By:** Donald Perkins, Flood Control Manager

**Department:** Public Works

**Presented By:** Donald Perkins

---

**Motion before the Board:**

Consideration of a Land Purchase Agreement between Michael C. Burdick, Sr. and Carol D. Burdick (Sellers) and Navajo County, Arizona (Buyer) for Flood Control in the Wagon Wheel Area, Navajo County, Arizona.

**Background:**

Assessor Parcel Number 212-04-071, owned by Michael C. and Carol S. Burdick, is known to have existing flooding issues and is located within an untapped FEMA Floodplain. Both parties have agreed that the Navajo County Flood Control District (County) will pay \$10,000 to acquire the 0.47-acre property. The County is currently exploring various options to address potential flooding concerns in the subdivision. This parcel will be a part of a future flood control project and may be utilized as a drainage basin.

**Recommendation:**

Staff recommends approval of the Land Purchase Agreement.

---

**Fiscal Impact**

**Fiscal Year:** 24/25

**Budgeted Y/N:** N

**Amount Requested:** \$10,000

**Fiscal Impact:**

Navajo County Flood Control District \$10,000

---

**Attachments**

G:\Flood Control\Projects\PROJECTS\Burdick Purchase of Real Property, 212-04-071

G:\Flood Control\Projects\PROJECTS\100 YR- 1 HR w\_No Outlet

Pond Dr Storm Drain Schematic\_Annotated\_8-16-24

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Donald Perkins	Donald Perkins	10/07/2024 08:33 AM
Brandt Clark	Brandt Clark	10/10/2024 02:01 PM

Public Works Director

Madhav Mundle

10/11/2024 08:12 AM

Form Started By: Donald Perkins

Started On: 09/30/2024 01:01 PM

Final Approval Date: 10/11/2024

## LAND PURCHASE AGREEMENT

DATE: Effective date of this Agreement shall be the \_\_\_\_\_ day of May, 2024.

PLACE: ~~Wagon Wheel Area, located within Navajo County, Arizona~~

PARTIES: Michael C. Burdick, SR. and Carol D. Burdick, hereinafter referred to as "Seller"; and Navajo County, a Political Subdivision of the State of Arizona, hereinafter referred to as "Buyer".

~~PURPOSE: To set forth the rights, responsibilities, and duties of the parties in connection with the purchase and sale of certain real property in Wagon Wheel, located within Navajo County, Arizona, legally described on Exhibit "A" attached hereto and incorporated herein by reference.~~

~~RECITALS: Seller holds title to the subject property and desires to convey title to Buyer.~~

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purchase and Sale. Seller agrees to convey title to Buyer of the property more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to in this Agreement as the "subject property", all in accordance with the terms and conditions ~~herein described.~~

2. Purchase Price and exchange. The purchase price to be paid by the Buyer to Seller for the subject property is the sum of ten thousand dollars and no cents (\$10,000.00), for the ~~price of the septic installed on the subject property, payable according to the terms of payment~~ listed herein. Total value of the subject property is thirty-six thousand dollars and no cents (\$36,000.00), and seller is donating this value amount to Buyer.

3. Terms of Payment. ~~The purchase price and total consideration be paid by the Buyer~~ to the Seller is as follows:

~~3.1 \$10,000.00 shall be tendered in a single check to the property owner~~  
simultaneously with the consummation of this agreement. The owner of the property shall simultaneously sign a quit claim deed, more particularly described in Exhibit "B" attached hereto ~~and made a part hereof, conveying full ownership interest of the subject property with this~~ agreement. The Buyer shall have the quit claim deed recorded at the Navajo County Recorder's Office within a reasonable amount of time, once this agreement is ratified.

4. **Possession of Property**. Buyer shall be entitled to possession of the subject property following the signing of these documents.

5. **Payment of Taxes**. Once the Seller signs the above mentioned quit claim deed transferring ownership from the Seller to the Buyer, Seller is no longer liable for all applicable taxes and assessments levied on the subject property.

6. **No Assignment**. This Agreement or the subject property shall not be assigned, conveyed, or transferred by Buyer to any other party without the express prior written consent of either party. Seller's consent to assignment of Buyer's interest herein shall not be deemed a consent to any further or additional assignment, and may be conditioned upon Buyer's assignee's assumption and agreement to be bound by all terms and conditions of this Agreement, provided that Seller's consent to any such assignment by Buyer shall not release Buyer from any obligations under this Agreement, notwithstanding the assumption by Buyer's assignee of all of Buyer's obligations. This Agreement or the subject property shall not be assigned, conveyed, or transferred by Seller to any other party without the express prior written consent of Buyer.

7. **No Warranties**. Buyer agrees that the subject property shall be purchased in an "as-is" and "as-shown" condition, with no representation or warranty of any type or nature being made by Seller. Buyer acknowledges and agrees that it is purchasing the easement for a four (4)

year period and thereafter purchasing the subject property solely upon the basis of its own investigation and not on the basis of any representation, express or implied, written or oral, made by Seller or its agents, partners, co-venturers, or employees. Without limiting the generality of the foregoing, Seller makes no warranty as to the sufficiency of the subject property for Buyer's purposes, the square footage or acreage contained within the subject property, the sufficiency or completeness of any plans for the subject property, the approval by any governmental entity of the plans, plats, zoning, or other development items relating to the subject property, or any improvements on the subject property, except as expressly set forth elsewhere in this Agreement.

8. **Mutual Cooperation**. Each party covenants and agrees that it will cooperate reasonably with the other party to carry out this Agreement.

9. **Entire Contract**. This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing, signed by each of them.

10. **Construction**. This contract shall be construed in accordance with the laws of the State of Arizona. In the event of a dispute that the parties are unable to resolve through the use of an alternative dispute resolution process, it is agreed that the Courts of Navajo County, Arizona, shall have exclusive jurisdiction and be the appropriate venue for resolving the matter.

11. **Notices**. Any notices required to be given to Seller or Buyer under the terms of this Agreement shall be deemed given five (5) days after mailed by certified mail, postage prepaid, addressed to the appropriate party at their respective addresses:

If to Seller:                   Michael and Carol Burdick  
  1579 Lone Pine Dam Rd  
  Show Low, Arizona 85901

If to Buyer:                   Navajo County  
  Attn: Clerk of Board of Supervisors

100 Code Talkers Drive  
PO Box 668  
Holbrook, AZ 86025

12. **Time is of the Essence.** The parties acknowledge that the closing dates of escrow are important and agree that time shall be of the essence of the Agreement with reference to such closing date.

13. **Binding.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective parties hereto.

14. **Attorney's Fees.** If any action is brought by either party in respect of its rights under this Agreement or the closing documents, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the Court.

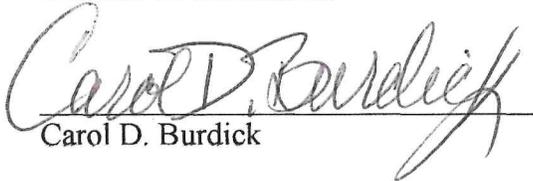
IN WITNESS WHEREOF, the parties hereunto have signed this agreement the day and year first above written.

SELLER:

BUYER:



Michael C. Burdick Sr.



Carol D. Burdick

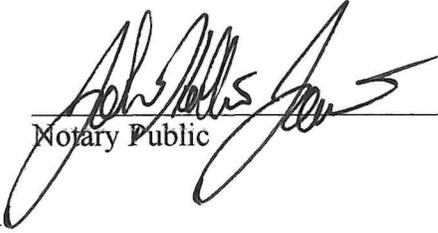
\_\_\_\_\_  
Jason Whiting, Chairman,  
Navajo County

Attest:

\_\_\_\_\_  
Melissa Buckley,  
Board of Supervisors Clerk

STATE OF ARIZONA )  
 ) ss  
COUNTY OF NAVAJO )

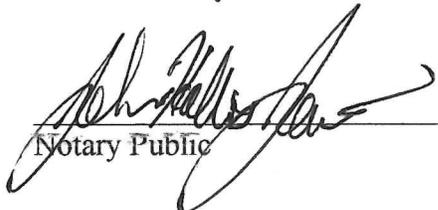
Subscribed and sworn to before me this 30th day of April, 2024, by  
Michael C. Burdick Sr.

  
\_\_\_\_\_  
Notary Public

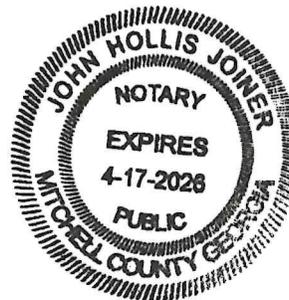
My Commission Expires: 4-17-2026

STATE OF ARIZONA )  
 ) ss  
COUNTY OF NAVAJO )

Subscribed and sworn to before me this 30th day of April, 2024, by  
Carol D. Burdick

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4-17-2026



**EXHIBIT A**

Lot 75, Pine View Summer Homesites, according to Book 4 of Plats, Page 5, records of Navajo County, Arizona.

**EXHIBIT "B"**

WHEN RECORDED, MAIL TO:

County Manager  
Navajo County  
P.O. Box 668  
Holbrook, AZ 86025  
(928) 524-4000

**QUIT-CLAIM DEED**

For the consideration of one dollar, and other valuable consideration, I/We,

**Michael C. Burdick Sr., and Carol D. Burdick**

as Grantor(s) does hereby convey all of our right, title and interest to:

**Navajo County**, a political subdivision of the State of Arizona;

as Grantee(s) of the following described real properties situated in Navajo County, Arizona:

Lot 75, Pine View Summer Homesites, according to Book 4 of Plats, Page 5, records of Navajo County, Arizona.

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, obligations, liabilities, liens, covenants, conditions and restrictions as may appear of record.

DATED this    day of May, 2024.

*Michael C Burdick Sr*

Michael C. Burdick Sr.

*Carol D. Burdick*

Carol D. Burdick

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF NAVAJO        )

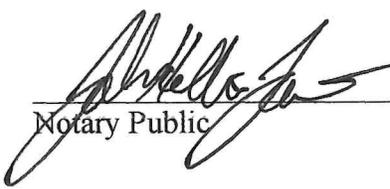
Subscribed and sworn to before me this 30th day of April, 2024, by  
Michael C. Burdick Sr.

  
\_\_\_\_\_  
Notary Public

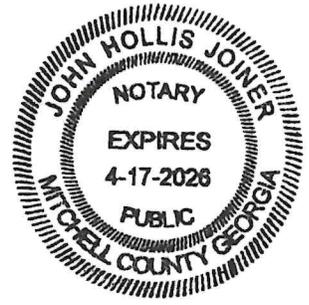
My Commission Expires: 4-17-2026

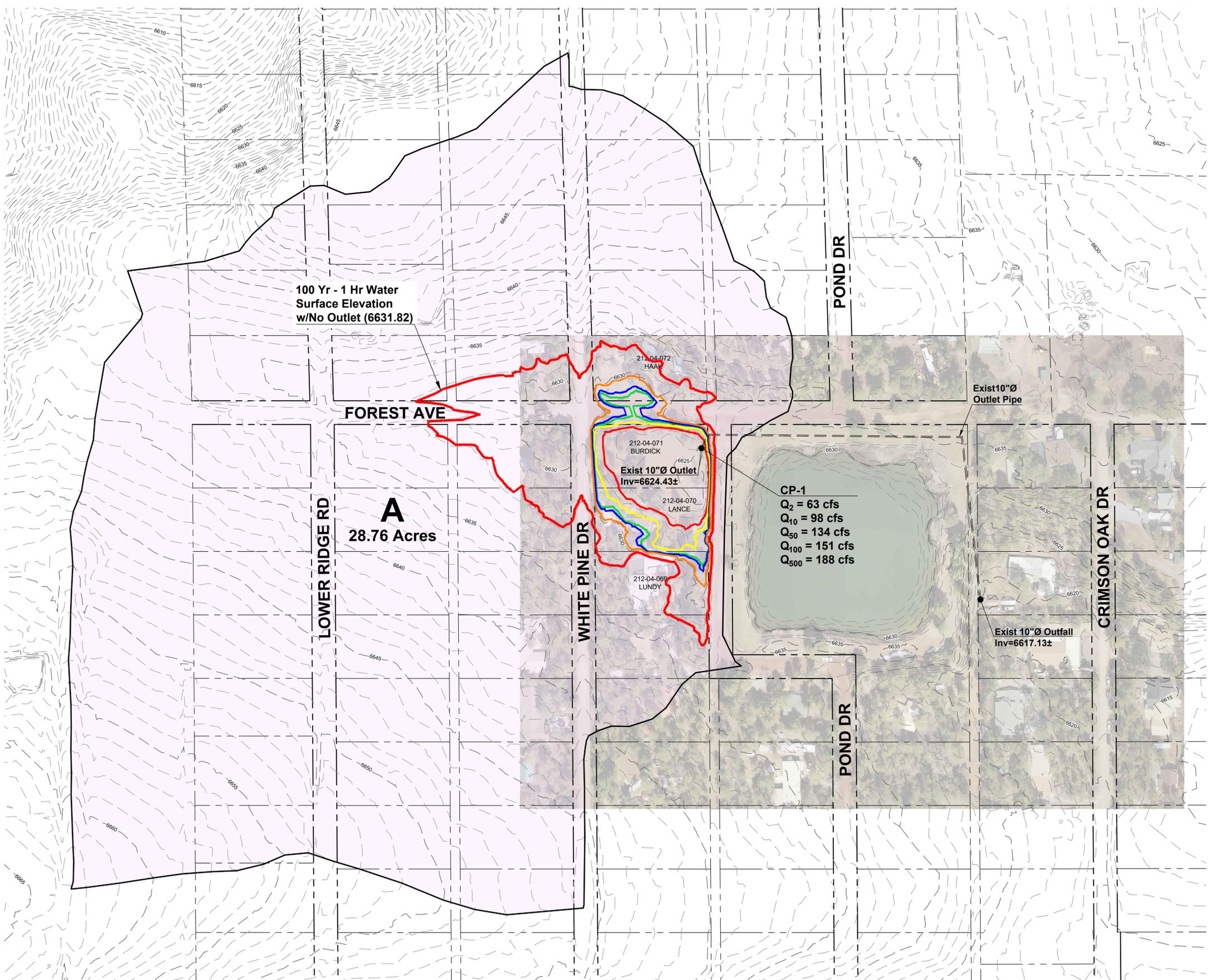
STATE OF ARIZONA            )  
  ) ss  
COUNTY OF NAVAJO        )

Subscribed and sworn to before me this 30th day of April, 2024, by  
Carol D. Burdick

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4-17-2026





100 Yr - 1 Hr Water Surface Elevation w/No Outlet (6631.82)

FOREST AVE

LOWER RIDGE RD

**A**  
28.76 Acres

WHITE PINE DR

POND DR

POND DR

CRIMSON OAK DR

212-04-072 HAAI  
212-04-071 BURDICK  
212-04-070 LANCE  
212-04-069 LUNDY

Exist 10"Ø Outlet  
Inv=6624.43±

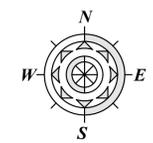
CP-1  
Q<sub>2</sub> = 63 cfs  
Q<sub>10</sub> = 98 cfs  
Q<sub>50</sub> = 134 cfs  
Q<sub>100</sub> = 151 cfs  
Q<sub>500</sub> = 188 cfs

Exist 10"Ø Outlet Pipe

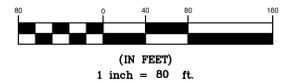
Exist 10"Ø Outfall  
Inv=6617.13±

**LEGEND**

- A** BASIN ID
- CP-1** CONCENTRATION POINT ID
- MAJOR CONTOUR
- MINOR CONTOUR
- 2 YR WATER SURFACE ELEVATION (6627.64)
- 10 YR WATER SURFACE ELEVATION (6628.42)
- 50 YR WATER SURFACE ELEVATION (6629.07)
- 100 YR WATER SURFACE ELEVATION (6629.29)
- 500 YR WATER SURFACE ELEVATION (6629.80)



GRAPHIC SCALE



**EXHIBIT**  
POND DRIVE AND FOREST AVENUE

EXHIBIT

**IRONSIDE**  
ENGINEERING & DEVELOPMENT  
P.O. BOX 1358  
Show Low, AZ. 85902  
(928) 532 - 0880

DATE PLOTTED: Mar 15, 2024  
 FILE NAME: C:\Users\colle\AppData\Local\Temp\AcPublish\_5008\Pond Dr Pond.dwg



0 40 80  
 SCALE: 1"=40'  
 NOTE: SCALEx2 FOR 11x17 SHEET

NO.	DESCRIPTION	DATE

**IRONSIDE**  
 ENGINEERING & DEVELOPMENT  
 P.O. BOX 1358  
 SHOW LOW, AZ. 85902  
 (928) 532 - 0880

**EXHIBIT**

**POND DRIVE DRAINAGE**  
 APN: 212-04-071  
 NAVAJO COUNTY, ARIZONA

**SCHEMATIC DRAINAGE IMPROVEMENTS**

CLIENT: NAVAJO COUNTY
DESIGNER: CLW
REVIEWER: ZWB
PROJECT #: 23621
DATE: 03/15/2024

SHEET  
**EXH**  
 01 OF 01



**Board of Supervisors Regular**

**9. a.**

**Meeting Date:** 10/22/2024

**Title:** County Manager Layton annual performance evaluation and employment contract

**Submitted By:** Melissa Buckley, Clerk of the Board of Supervisors

**Department:** Board of Supervisors

**Presented By:** Chairman Jason Whiting

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**Motion before the Board:**

**EXECUTIVE SESSION** pursuant to A.R.S. §38-431.03(A)(1) for personnel discussion on the County Managers' performance evaluation and employment contract.

**Background:**

**38-431.03. [Executive sessions: definitions](#)**

A. On a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

**Recommendation:**

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**Attachments**

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**Form Review**

Form Started By: Melissa Buckley  
Final Approval Date: 10/02/2024

Started On: 10/02/2024 09:29 AM