



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, February 25, 2025

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

One or more supervisors may attend telephonically

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

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

All public comments will need to be made in person or in writing. Written comments will be received by the Clerk of the Board's office twenty-four (24) hours prior to the Board meeting, at melissa.buckley@navajocountyaz.gov. 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: February 11, 2025
 - b. Clerk of Superior Court Report, January 2025
 - c. Constable Reports: Snowflake Precinct #3, January 2025; Kayenta Precinct #4, January 2025; Show Low Precinct #5, December 2024 & January 2025; Pinetop-Lakeside Precinct #6, January 2025
 - d. Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, Pinetop-Lakeside Precinct #6, January 2025

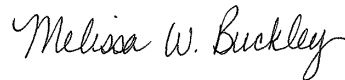
- e. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Addendum to the Administrative Services Agreement between Marpai Administrators, LLC and Navajo County
 - f. Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to A.R.S. §42-19118 and §42-18353
 - g. Certification of the E-2 Environmental Review Record, Documentation of Exemption for the Joseph City Pedestrian Improvement Project
 - h. Appointment of Jodi Christine Poole as Republican Precinct Committeeman for their respective precincts
 - i. Approval for the appointments of Sheryl Eaton, Juliet Austin, Sally R. Bitsuie, Angela Bradley Joe and Marcie Ann Greenberg as Democrat Precinct Committeemen for their respective precincts
 - j. Adoption of **Resolution Number ____ - 25**, canceling the election on May 20, 2025, for White Mountain Lakes Special Road District #2 and appointing the candidate(s) or deeming the position vacant
 - k. Approval and Acceptance of the FY25-26 ACJC National Criminal History Improvement Grant #NCHIP-24-26-006 for criminal history records and related information
 - l. Sympathy Letter: Michael and Linda Sandoval
2. **NAVAJO COUNTY JAIL DISTRICT:** Board of Directors Session:
- a. **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:
 - 1. Amendment No. 3 extending Navajo County Jail Medical and Psychological Services Contract with Wexford Health Sources, Inc. for one additional year (March 8, 2025, through March 7, 2026), and modifying the scope of services and billable rates
 - 2. Amendment No. 1 to the Navajo County Jail Residential Substance Abuse Treatment Program Contract #B24-10-014 replaces Phase 1 pricing with Phase 2 pricing
3. **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. Memorandum of Understanding between Navajo County Public Health Services District (NCPHSD) and CAN Community Health, Inc. for Community HIV/STD testing
4. **BOARD OF SUPERVISORS:**
 - a. **PUBLIC HEARING:** Consideration of a Liquor License for Phaedra Ann Snyder for Miss Bo's Mercantile located at 2377 Bison Ranch Trail, Overgaard, AZ
Presented By: Leah Thomas
5. **COUNTY BUSINESS UPDATE:** Report from County Manager, County Attorney and Board members.
6. **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.
7. **ADJOURN**

Dated: February 20, 2025

Posted: 8:15 a.m. By: MWB

NAVAJO COUNTY BOARD OF SUPERVISORS

A handwritten signature in black ink that reads "Melissa W. Buckley". The signature is written in a cursive, flowing style.

Melissa W. Buckley - Clerk of the Board



Board of Supervisors Regular

1. a.

Meeting Date: 02/25/2025

Title: Draft Minues

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

Department: Board of Supervisors

Motion before the Board:

Minutes: February 11, 2025

Background:

Attachments

2.11.2025 DRAFT BOS Meeting Minutes

Form Review

Form Started By: Leah Thomas

Started On: 02/12/2025 01:15 PM

Final Approval Date: 02/12/2025

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES

Tuesday, February 11, 2025

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

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

9:00 a.m. Call To Order: Invocation and Pledge of Allegiance was led by **Chairman Jason Whiting**.

CONSENT AGENDA:

- a. *Minutes: January 28, 2025, Board of Supervisors Meeting Minutes*
- b. *Memorandum of Understanding For Mexican Wolf and Management*
- c. *Agreement between the Department of Public Safety, Navajo County, and Navajo County Sheriff's Office to enhance law enforcement services pertaining to the deterrence, apprehension, prosecution, and detainment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes within Navajo County*
- d. *Amendment No. 2 to Kimley-Horn and Associates, Inc. On-Call Traffic Engineering Contract*
- e. *Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Contract for professional services between Kimley-Horn and Associates, LLC and Navajo County for Buck Springs Road Equestrian Crossing Final Design - Revisions (Project); Professional Service Contract Amendment No. 2 with Painted Sky Engineering & Survey, LLC for Full House Lane Culvert Design; and Change Order #8 with EX2 Technology, LLC for the design, construction, maintenance and marketing of fiber optic infrastructure*
- f. *Sympathy Letters: Robert & Jennifer Ober; the family of Dorothy Jolley (former Navajo County Employee); and former Supervisor, Robert Black Jr. and family*
- g. *Agreement with Vector Solutions for training programs through the State of Arizona:*
Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

EMPLOYEE RECOGNITION:

- a. *Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of January: **Katy Chee** (Health Department); **Rhonda Krouse** (Health Department); and **Doris Stell** (Health Department):*

Lea Peterson recognized the employees for their excellence in personal performance far exceeding organization expectations for the month of January and spoke about their nominations.

Supervisor Seymore expressed appreciation for the hard work and dedication of each of the employees. He indicated that Doris Stell was praised for her passion in her work, which makes her job easy; Katie Chee was recognized for her ingenuity in developing solutions to help others and that Rhonda Krouse was commended for handling a difficult situation involving animal control with professionalism. He thanked the Health Department and its various divisions for their efforts.

Vice-Chair Whitesinger congratulated and thanked the employees for their service to the organization. She expressed gratitude to those who nominated the individuals being recognized and emphasize the importance of supporting one another.

Chairman Whiting indicated that unlike the common attitude of "that's not my job," each of these employees demonstrated a "How can I help?" mindset. He thanked the employees for using their talents to take on tasks beyond their job assignments, setting a positive example for others.

- b. *Presentation on the activities of the CARE Committee for 2024:*

Ron Smith shared the 2024 CARE Report, highlighting that in 2023, 20 employees were recognized for going above and beyond, and 56 employees were helped through the employee hardship program. He indicated that one scholarship was awarded to a graduating senior, with plans to give more this year. He stated that 61 backpacks were distributed to families and that 34 children were supported through the Angel Tree. He spoke about the "Random Acts of Kindness" initiative that had a significant impact, with many stories of kindness throughout the county. He stated that this year's theme is "We've Got Your Back," with back scratchers given to employees as a reminder. He noted that Random Acts of Kindness Week is just kicking off for this year.

Chairman Whiting expressed gratitude for the leadership and efforts of the CARE Committee, thanking Mr. Smith for his dedication to employees over the past 10 years. He acknowledged the positive impact the committee's work has had on employees and others and personally thank the committee for recognizing and honoring the employees.

SHERIFF'S OFFICE:

- a. *Presentation on the retirement of K-9 Kilo:*

Sergeant Danny Deets honored Kilo, a police dog who began his career with the Holbrook Police Department in early 2020. He indicated that Kilo has had a successful career, assisting in significant drug seizures, including cocaine, fentanyl pills, heroin, marijuana, and methamphetamine. A presentation was shown. Sergeant Deets stated that due to medical issues and the physical demands on his body, Kilo is being retired to live a

comfortable life, with his handler Deputy Ostertag. He highlighted Kilo's impressive work and recognition, including being named Canine of the Year by the Arizona Narcotics Officers Association. He wished Kilo well in retirement.

Supervisor Seymore spoke about the importance of the work done in crime and drug control, particularly highlighting the value of canine units in assisting with locating and assessing situations. He indicated that he appreciates how dogs, like Kilo, help protect officers by potentially keeping them out of harm's way. He thanked the Sheriff's Office for presenting Kilo and expressed admiration for the gesture of having a paw print on the oath, acknowledging the dog's full commitment.

Vice-Chair Whitesinger expressed appreciation to the Sheriff's Office for their work and support in the community. She highlighted the importance of the visible role the Sheriff's Office plays not only in drug apprehension but also in educating the public, particularly in schools. She acknowledged the value of these efforts and thanks the office for their contributions.

Supervisor Peshlakai made a motion to enter into the Navajo County Public Health Services District Board of Directors Session, motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

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

a. *Wildfire Preparedness Update:*

A presentation was shown. Catrina Jenkins discussed the challenges faced due to ongoing drought conditions, rising wildfire risks, and the need for community preparedness. She emphasized the importance of individuals taking proactive steps like creating defensible spaces around their homes, having a go-kit, and preparing for emergencies. She also highlighted efforts to collaborate with various agencies, provide public outreach, and organize events, such as the White Mountain Wildfire Preparedness Expo. She stressed the importance of the public's role in preventing wildfires and the work done by local fire departments and community organizations to mitigate risks. She spoke about the White Mountain Wildfire Preparedness Expo, which will be held March 29, 2025, from 11:00 a.m. – 2:00 p.m., indicating that everyone is invited to attend.

Supervisor Seymore shared his appreciation for the presentation and acknowledged the severity of the drought conditions. He highlighted the concerning lack of precipitation, noting that it's the driest seen in years. He spoke about using the presentation slides shown today to spread awareness, potentially partnering with organizations and using media outlets like newspapers to emphasize the seriousness of the situation. He thanked Ms. Jenkins for her efforts in addressing the issue.

Vice-Chair Whitesinger thanked Ms. Jenkins for her critical work in coordinating emergency responses and providing valuable information to the community. She emphasize the importance of being responsible neighbors and taking steps to mitigate wildfire risks, particularly in areas like Pinetop-Lakeside, which are vulnerable to wildfires due to the urban-wildland interface. She encouraged starting with simple steps like clearing brush and trees within five feet of a home and spreading the

message to others. She shared her appreciation for the upcoming Wildfire Preparedness Expo and the ongoing efforts to protect the community. Ms. Jenkins answered questions of **Chairman Whiting** regarding the ongoing efforts to prepare for wildfire season, indicating that the stakeholders involved in wildfire preparedness meet bi-weekly, with plans to increase meetings to weekly as the situation progresses. She indicated that the meetings include representatives from local, state, federal, and tribal agencies, along with law enforcement, who enforce fire restrictions. She stated that public communication is key, and updates are shared through county social media pages, websites, and mailers, with the goal is to educate citizens about steps they can take to mitigate fire risks, such as clearing brush around their homes. She indicated that she will work with partners to get information regarding the recent forest treatments since the last major wildfire, which would help the public understand what has been done to prevent future fires.

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

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

Supervisor Seymore spoke about a recent NACOG meeting and spoke about the progress in Northern Arizona, such as the completion of Wiler Road and the ongoing work with Head Start. He reflected on the importance of kindness and the value of personal relationships, speaking of the love and support he has had over the past year. He encouraged others to go beyond just being acquaintances and to be true friends who make a difference in others' lives. He spoke about the health insurance coverage that employees have, emphasizing that they have access to world-class health care, and expressed appreciation for the kindness and support he's received from friends and colleagues.

Supervisor Peshlakai reported on District II highlighting the grand opening of the Winslow Public Library. He thanked the Board for their support in utilizing ARPA funds for the library's opening, noting that the event was well-attended by local library staff, Supervisor Benally, City of Winslow officials, and Friends of the Library.

Supervisor Benally reported on attending the grand opening of the Winslow City Library, noting that libraries have always been a highlight for her. She reported on attending several meetings, including Veterans' and Chapter meetings with the Navajo Nation, and meeting with new officials at the Western Agency Chapter's orientation. She spoke about attending the meet-and-greet at NPC with the new president and local staff. She stated that she attended meetings with State Representatives to discuss road issues in District One, where one project was successful, and thanked Lamar Keevama for his assistance with road project descriptions and pricing.

Vice-Chair Whitesinger shared a recent experience attending a robotics tournament hosted by Apache Behavioral Health, noting the event involved local schools, including tribal schools, competing for a chance to qualify for state and national competitions. She shared her impression of one team, which, after discovering their robot wouldn't work, decided to scrap it and start over without blaming each other. She spoke about their cooperation, ensuring all team

members understood every role, such as engineering, building, and coding and reflected on the valuable lesson of teamwork, where leadership is not visible, and everyone is equally capable of contributing to success.

Chairman Whiting expressed appreciation for the Board members, recognizing their dedication to representing their communities and doing a good job. He reflected on a past experience, sharing a lesson from a wise leader who taught them that in life, there's always both good and bad, noting that people generally strive to do good, and it's essential to focus on finding the good rather than simplifying situations as good versus bad. He spoke about attending community meetings in District Three, where he provided updates on ongoing projects. He shared his appreciation to the team for discussing fire-related concerns, which continue to be a pressing issue for the communities.

CALL TO THE PUBLIC:

Amanda Ormond, with ASU Just Energy Transition Center, offered technical assistance from ASU regarding the county's renewable energy ordinance, highlighting her 35 years of experience in energy and her previous work in Navajo and Apache counties. She emphasizes the importance of economic diversification, especially with valuable transmission lines in the area, and offered expertise from ASU's economists, social scientists, and technical experts. She indicated that she resides in Coconino County and expresses her commitment to supporting the community.

ADJOURN: 10:00 a.m. meeting adjourned.

WORK SESSION:

10:19 a.m. **Chairman Whiting** called the Work Session to order. All Board members were present.

Chairman Whiting stated that this Work Session is primarily for discussion and sharing of information from staff regarding different recommendations for the renewable energy ordinance. He thanked the members of the public that were present but indicated that no voting would take place in the Work Session. He noted that if the Board had questions, they would be able to ask them.

Rochelle Lacapa stated that this is an opportunity to discuss the next phase following the adoption of the comprehensive plan in January. She indicated that the comprehensive plan outlines the framework for development in Navajo County over the next several years and that one key recommendation in the plan was to review existing ordinances to ensure they align with the goals set in the plan. She further indicated that over the past month, staff have been examining the ordinances in relation to the comprehensive plan and that they will explain the purpose of the ordinances and their role in the process.

Brandt Clark, discussed the county's authority to pass ordinances, indicating that counties derive their power from the state constitution, not from federal or municipal governments, and are limited to authority granted specifically by the state. He indicated that the Board of Supervisors has legislative authority to pass laws, including ordinances, to regulate county matters such as zoning and land use and that ordinances are legally binding rules within the county's jurisdiction, but they cannot conflict with state or federal guidelines. As an example, he indicated that the Board could regulate cell towers but cannot deny them based on certain emissions due to federal guidelines. He explained that case law, such as

rulings from the U.S. Supreme Court, may influence ordinances, particularly in areas like zoning for businesses that communities may not want. He indicated that while the Board can regulate such businesses, they cannot outright ban them without violating legal precedents.

Chairman Whiting requested clarification regarding the regulations versus denying business to come to the area.

Mr. Clark explained that the county's zoning ordinance designates areas for various types of activities, such as residential, commercial, and industrial, but federal laws prevent the county from outright banning projects, so they must be allowed within the zoning code. He indicated that the focus now is to determine where renewable energy projects, like wind and solar, could be appropriately placed, which is mostly in agricultural or industrial areas. He further indicated that the county could regulate these projects through a special use permit, which allows for specific guidelines and restrictions. He stated that while the county could regulate land use, it cannot completely prohibit renewable energy projects from being developed within its jurisdiction.

A discussion was held regarding projects that are federally protected coming into the area when there was no ordinance in place to regulate them, which allowed them to proceed without specific guidelines, but that once the county created an ordinance, it would establish regulations for how these projects should operate within the area.

Mr. Clark spoke about the change in technology, the impact being different from when the projects originally started and the need to change/update the ordinances.

Supervisor Seymore spoke about how to accept what law says but create a way to regulate the projects.

Mr. Clark indicated that county ordinances are impacted by state legislation every year, with a 90-day window to ensure compliance unless an emergency clause is included. He indicated that current legislation on renewable energy could affect county regulations. He further indicated that the county operates within limitations set by the state, and zoning ordinances define permitted and special uses for businesses. He stated that special use permits allow the Board of Supervisors to add specific requirements and restrictions to businesses, especially controversial ones, and that they provide flexibility to address unique projects across different areas of the county.

Cody Cooper indicated that this work session is focused on reviewing the county's renewable energy ordinances, particularly wind energy. He further indicated that the comprehensive plan, adopted recently, includes reviewing these ordinances as part of its implementation. He noted that the wind energy ordinance covers development standards like safety, location, environmental impact, public outreach, and permitting and that it also includes provisions for reclamation, restoration, and bonding. He stated that the ordinance, first adopted in 2011, was one of the first in Arizona and is considered strong, but public feedback has raised concerns about certain aspects like restoration bonding. He indicated that this meeting is aimed at gathering feedback and considering potential adjustments to the current ordinance, with ideas that focus on prioritizing projects near existing infrastructure, utilizing previously disturbed or lower-value land, using conservation methods or reclaimed water, and providing community benefits. He further indicated that the goal is to look beyond the technical aspects and consider what would be the best fit for local communities.

Mischa Larisch indicated that staff are seeking input from the board on the

proposed criteria for renewable energy projects, noting that the suggested criteria are just initial ideas based on internal discussions and community feedback, and they want the board's perspective on whether these criteria are suitable or need further refinement.

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Chairman Whiting spoke about the previous discussion addressing concerns such as minimizing visual impact and considering the impact on forested areas for tourism and inquired if staff is prepared to address these in more detail.

Mr. Larisch spoke about the recommendations that staff are proposing to review and potentially increase the setbacks for wind energy projects, noting that the current setbacks include a half-mile distance from residences and a quarter mile from non-participating private properties and that staff would recommend possibly doubling these distances based on feedback, even though the existing science supports the current setbacks. He indicated that the goal is to balance public concerns with scientific findings.

Mr. Cooper spoke about the proposed solar energy ordinance, which would be similar to the existing wind energy ordinance, incorporating comprehensive standards, public outreach, and reclamation bonding. He indicated that while solar projects may not require the same setbacks or address issues like noise and vibrations, the goal is to ensure clear expectations and consistency through special use permits. He further indicated that this would align solar projects with the same regulations applied to wind energy, ensuring a level playing field and reducing uncertainty.

Bryan Layton indicated that the goal is to ensure the proposed elements resonate with the board and address concerns effectively.

Vice-Chair Whitesinger shared her appreciation for the efforts to balance public and private perspectives, emphasizing the importance of respecting land use and community focus when considering the criteria.

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Chris Pasterz spoke about the direct economic impacts of renewable energy projects in the county, including property taxes, financial benefits to the community, and job creation. He indicated that solar projects are expected to generate over \$36 million in property taxes over 40 years, while wind projects will generate \$20 million over 30 years and that solar projects are projected to provide \$800,000 in community benefits annually, while wind projects will contribute \$5 million over their lifespan. He further indicated that both projects are expected to create 450-500 construction jobs, with ongoing operational jobs providing higher salaries. A discussion was held regarding the life of the projects.

Mr. Cooper indicated that the project permits are typically tied to the project's lifetime, which can range from 25 to 30 years and that after that period, the permit would need renewal or the site would need remediation, depending on the project's future plans. He further indicated that the county could adjust terms based on what is deemed reasonable, and there is currently a bond in place to ensure proper site restoration.

Mr. Pasterz answered questions of **Chairman Whiting**, regarding the varying lifetime of renewable energy projects, noting that some equipment has a useful life of 20 years, and others up to 40 years. He spoke about working with the Assessor's Office to ensure accurate property valuations and verifying the projected tax figures, noting that the process of verifying these numbers is ongoing

to ensure consistency between reported and actual figures.

Supervisor Seymore commented on the financial support from these projects benefiting not only the county but the schools, fire departments and other special projects within the county.

Ms. Lacapa spoke about the complex political environment surrounding renewable energy projects, with potential changes at the federal and state levels, noting that federal executive orders under President Trump could defund green energy projects, and state legislature bills could potentially eliminate wind projects. She indicated that this creates a unique situation where the county's ordinances must navigate federal, state, and local influences. She spoke about staff continuing to monitor these developments, conducting additional public outreach to gather opinions on both sides, and regrouping with the board once further information has been compiled.

Supervisor Seymore inquired if the county's actions would be overridden by state laws if they were passed, specifically, if the county enacts an ordinance but the state later passes a law, would the state law take precedence over local regulations?

Mr. Clark indicated that if a project is approved under current zoning and completed before the state's new law takes effect, it would likely be fine, however, if the law includes an emergency clause or is retroactive, it could complicate things, and adjustments may be needed to navigate those changes.

Chairman Whiting spoke about concerns if there were a retroactive effect of the bill, which could apply to projects started after January 1, noting even if a project was approved under current zoning in March, the retroactive law could impact it if the law is enacted in the summer, which raises challenges for projects that haven't started yet.

Mr. Clark spoke about concerns with retroactive language in the legislation creating legal issues, particularly for projects approved under current codes. He indicated that a comprehensive approach to updating ordinances is recommended, working closely with applicants and the public, noting that rushing the process could lead to conflicts, so careful consideration is advised. He further indicated that the governing body also has the authority to request specific studies before any work begins, ensuring a thorough evaluation of environmental and other impacts.

Supervisor Benally inquired about what is being done with the obsolete renewable energy equipment, like wind turbines and solar panels, when they are no longer functional. She further inquired about recycling or repurposing these materials to ensure they don't become waste, questioning the true sustainability of renewable energy if these issues aren't addressed.

Mr. Clark indicated that renewable energy projects, like wind and solar, have plans in place for decommissioning once their life cycle ends and that developers are financially responsible for proper disposal. He further indicated that there's no current waste facility in Navajo County dedicated to handling these materials, and decommissioning plans are part of the project's special use permit.

Mr. Cooper answered questions from **Vice-Chair Whitesinger**, indicating that the project timeline and technology are determined by the applicants in their site plans, which are binding and that every five years a review ensures compliance, and bonding is also reassessed. He further indicated that if a project starts to fail before the expected time, it can be re-evaluated and brought back for further action. Mr. Cooper stated that the decommissioning plan is done by a licensed engineer and includes the estimated cost for labor, removal, and recycling, with adjustments for market value. He indicated that every five years, the plan is reviewed and updated

to account for changes in material value or decommissioning costs, ensuring the project remains adequately bonded.

Vice-Chair Whitesinger spoke about supporting changes to the ordinance, specifically regarding the distance between renewable energy projects and residential areas, suggesting a one-mile buffer from private land and national parks. She indicated that decisions aren't being made today, but these considerations are important moving forward.

Chairman Whiting spoke about his understanding of next steps being to holding public forums to discuss the current ordinance, staff recommendations, and gather public input. He indicated that staff would monitor state and federal developments, then regroup with recommendations to update the ordinance based on public feedback and ongoing changes. He further indicated that the goal is to ensure public voices are heard in the process.

Ms. Lacapa indicated that the recommendation is to hold additional forums and monitor federal and state developments to ensure the county makes informed decisions that align with broader policies, noting that the goal is to avoid making decisions that may later need to be undone if state or federal laws change. She further indicated that the focus is on providing the best opportunities for the board to make decisions that benefit all constituents.

Supervisor Seymore inquired as to the bond's regulation and the county's responsibility in case a developer goes bankrupt or abandons the project. He further inquired how the county ensures that it is not left with the responsibility of decommissioning or managing the project if the developer fails, and whether the bond is sufficient to cover the costs in such situations.

Mr. Cooper indicated that the wind energy ordinance currently ensures that the bond covers the full cost of decommissioning the project, with updates being considered in future revisions. He further indicated that the bond is accessible to the developer, project manager, property owner, and county, and that if the developer walks away, the responsibility would fall on the property owner, and if the owner doesn't take responsibility, the county will step in.

Supervisor Peshlakai spoke about, as part of next steps, Navajo County engaging in conversations with the three local tribes, which would involve speaking with tribal natural resources leaders to explain the current ordinance discussions, especially regarding sovereignty and potential conflicts with tribal lands. He emphasized the importance of addressing cultural and environmental concerns that may arise from renewable energy projects near tribal areas, which aims to prevent any legal issues, ensure cooperation, and recognize the differing economic interests between the county and tribes.

Ms. Lacapa indicated that they have a consultation with the Tribes Chief Administrator scheduled for later this month or early next month, noting that the focus is on establishing strong relationships with both tribal communities and municipalities.

Supervisor Seymore spoke about the evolving energy landscape, reflecting on the past and current energy needs, and emphasized the increasing demand for electricity and the importance of addressing the future energy supply, while acknowledging that current renewable options like solar and wind might eventually be replaced by newer, more efficient technologies. He indicated that despite the uncertainty about their long-term viability, the need for energy solutions is something that needs to be taken care of for the best interest of the future generations.

Chairman Whiting encouraged utilities to actively participate in public discussions

to clarify their current needs and plans. He spoke about the utilities' RFP for energy production, which is driving the demand for renewable energy projects, as there is a market for it. He expressed hope that utilities would share their needs and expectations in upcoming public conversations to help better understand the broader energy landscape.

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ChCh He spoke about the importance of transparency and public involvement throughout the decision-making process, clarifying that no decisions will be made until public hearings are held.

Supervisor Seymore encouraged the public to stay informed and involved, suggesting that a summary of today's discussion and the recommended next steps be posted on the county website for further review. He expressed appreciation for the efforts put into the process and acknowledged the public's role in providing input as the process moves forward.

11:51 a.m. Work Session adjourned.

a. *Review of Renewable Energy Ordinance:*

APPROVED:

DATED: February 25, 2025

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: 02/25/2025

Title: Marpai Administrators LLC

Submitted For: Bryan Layton, County Manager

Submitted By: Melissa Buckley, Clerk of the Board of Supervisors

Department: Administrative Services

Motion before the Board:

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Addendum to the Administrative Services Agreement between Marpai Administrators, LLC and Navajo County

Background:

1. Addendum to the Administrative Services Agreement between Marpai Administrators, LLC and Navajo County

Attachments

Marpai

Marpai Summary

Form Review

Form Started By: Melissa Buckley

Started On: 02/06/2025 03:28 PM

Final Approval Date: 02/06/2025

ADDENDUM TO THE ADMINISTRATIVE SERVICES AGREEMENT

This addendum effective as of January, 1, 2025 (“Addendum”) to the Administrative Services Agreement by and between **Marpai Administrators, LLC**, with its place of business at 615 Channelside Drive, Suite 207, Tampa, Florida 33602 (“Claims Administrator”), and **Navajo County** with its place of business at 100 Code Talkers Dr, Holbrook, AZ 86025 (“Plan Sponsor”), dated January 1, 2022 (“the Effective Date”) (the “Agreement”).

RECITALS

WHEREAS, the Claims Administrator will no longer be providing Administrative Services to the Plan Sponsor after December 31, 2024.

THEREFORE, in consideration of the promises and mutual covenants contained in the Agreement and herein this Addendum, the Plan Sponsor and Claims Administrator enter this Agreement for Runout Services.

SECTION ONE

Administrator and Plan Sponsor each agree that the following provisions be added to the Agreement:

1. **Continuation of Administrative Services.** Plan Sponsor desires to engage Claims Administrator to administer Claims Runout as outlined in the Agreement for the fees set forth in Attachment A. During the Runout Period, all applicable terms of the Agreement shall apply.
2. **Runout Period.** Claims Administrator shall pay the Claims Runout for a maximum of 12 months starting on 01/01/2025 as defined in Article VIII of the Agreement.
3. **Counterpart.** This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
4. **Integration.** The parties acknowledge that they have read this Addendum in its entirety and understand and agree to be bound by its terms and conditions. This Addendum along with the Agreement constitute a complete and exclusive statement of the understanding between the parties with respect to its subject matter.
5. **Conflict.** In the event of any inconsistency, conflict, or ambiguity between the terms of the Agreement or this Addendum, the terms of this Addendum shall control and supersede any such inconsistency, conflict, or ambiguity.

IN WITNESS WHEREOF, duly-authorized representatives of Administrator and Plan Sponsor have signed this Addendum as a document under seal as of the Effective Date.

Marpai Administrators, LLC

Navajo County

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: Bryan Layton
Print Name: Bryan Layton
Title: County Manager
Date: 02/06/25

ATTACHMENT A

FINANCIAL ARRANGEMENTS AND ADMINISTRATIVE FEES

The schedule below represents the fees to be paid to the Administrator by the Plan Sponsor for services described herein. Note:

- For the purposes of Claims Runout, Per Employee Per Month administrative fees shall be calculated based on the number of Plan Participants on the last day of the month prior to the effective date of termination. For clarity, this includes active employees, employees on an approved leave of absence, employees on COBRA coverage, and any retirees (if applicable).
- All per employee per month (PEPM) fees are due upon the commencement of the runout period
- All non-PEPM fees will be invoiced on a per occurrence basis
- Late Fees due upon receipt.

• 12 Month Run-Out Pricing

Administrative Fee Schedule	Billing Unit	Rate	AVERAGE ENROLLMENT	MONTHS	TOTAL
Medical Administration					
First Three Months (100% of base rate)	PEPM	\$28.00	462	3	\$38,808
Second Three Months (75% of base rate)	PEPM	\$21.00	462	3	\$29,106
Third Three Months (50% of base rate)	PEPM	\$14.00	462	3	\$19,404
Fourth Three Months (25% of base rate)	PEPM	\$7.00	462	3	\$9,702
PHCS Network Access (Vendor Fee)	PEPM	No Charge	462		\$0
Subrogation (Vendor Fee)	PERCENT	27% of Recoveries			
Other Fees:					
Mailing & Handling	\$7.50/package; \$2.50/letter (applies to: Open Enrollment, Implementation, Special Requests)				
Late Fee / Premium Fee	1.5% of billed charges				
Late Claim Funding Fee	\$100 @ 5 days + \$250 @ 10 days + \$500 @ 15 days + \$1,000 @ 30 days				
TOTAL RUN-OUT FOR 6 MONTHS (does not include % of savings)	\$97,020				

Certificate Of Completion

Envelope Id: 0408CDD4-2F42-41F1-BFD4-BBBAE8374E42
 Subject: Complete with Docusign: 12 month Run-Out Addendum for Navajo County.pdf
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 1
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Arizona

Status: Completed

 Envelope Originator:
 Helga Heinz
 1835 South Extension Road
 Mesa, AZ 85210
 hheinz@mahoneygroup.com
 IP Address: 66.193.196.162

Record Tracking

Status: Original
 2/6/2025 8:09:55 AM
 Holder: Helga Heinz
 hheinz@mahoneygroup.com
 Location: DocuSign

Signer Events

Bryan Layton
 Bryan.Layton@navajocountyaz.gov
 County Manager
 Security Level: Email, Account Authentication (None)

Signature

Bryan Layton

Signature Adoption: Pre-selected Style
 Using IP Address: 166.137.163.64

Timestamp

Sent: 2/6/2025 8:17:30 AM
 Viewed: 2/6/2025 11:20:30 AM
 Signed: 2/6/2025 11:20:52 AM

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

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/6/2025 8:17:30 AM
Certified Delivered	Security Checked	2/6/2025 11:20:30 AM
Signing Complete	Security Checked	2/6/2025 11:20:52 AM
Completed	Security Checked	2/6/2025 11:20:52 AM

Payment Events

Status

Timestamps

**Board of Supervisors Regular****1. f.****Meeting Date:** 02/25/2025**Title:** Abatement of Personal Property Taxes**Submitted For:** Danielle Earl, Treasurer**Submitted By:** Danielle Earl, Treasurer**Department:** Treasurer

Motion before the Board:

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

Background:

Pursuant to ARS 42-19118, the personal property taxes assessed against the property (Tax ID: 070034501, 014002901, 190021101, 930009801, and 180014001) were determined to be uncollectible after a diligent search by the Navajo County Sheriff's Office for various reasons. Personal property was removed from future tax rolls by the Navajo County Assessor's Office.

Attachments

Abatement Summary Detail

Back-up Documents

Form Review**Inbox**

Jason Moore

Treasurer (Originator)

Form Started By: Danielle Earl

Final Approval Date: 02/14/2025

Reviewed By

Melissa Buckley

Date

02/13/2025 03:18 PM

02/14/2025 03:01 PM

Started On: 02/07/2025 09:46 AM

CERTIFICATE OF REMOVAL & ABATEMENT (ARS§42-18353)								
			2/7/2025					
Taypayer #	Year & Roll #	Name	Description	Reason	Property Tax	Int. & Fees	PAYMENT	Grand Total
070034501	2024-900730	Peitz Louise Marie	MH 2001 ALFA 8X32	Per Navajo County Sheriff's Office: After a diligent search,	\$44.80	\$0.90	\$0.00	\$45.70
	2023-900751		VIN# 1AU2310221A009859	the owner has been found to be deceased and the unit has	\$44.56	\$12.13	\$0.00	\$56.69
	2022-900772			been confirmed not to be within Navajo County Jurisdiction	\$44.52	\$19.24	\$0.00	\$63.76
	2021-900793			per the Motor Vehicle Division.The location of this unit is	\$51.56	\$29.75	\$0.00	\$81.31
	2020-900809			now unknown.	\$52.62	\$38.68	\$0.00	\$91.30
	2019-900830				\$53.64	\$47.91	\$0.00	\$101.55
	2018-900843			Assessor removed P.P from 2024 and future tax rolls.	\$54.16	\$56.99	\$0.00	\$111.15
	2017-900868				\$54.14	\$65.64	\$0.00	\$119.78
	2016-900899				\$53.46	\$73.43	\$0.00	\$126.89
	2015-900917				\$60.12	\$91.57	\$0.00	\$151.69
	2014-900947				\$58.54	\$98.66	\$0.00	\$157.20
	2013-900969				\$62.18	\$0.00	\$62.18	\$0.00
	2012-903024				\$57.64	\$115.67	\$0.00	\$173.31
	2011-903097				\$82.04	\$0.00	\$82.04	\$0.00
	2010-901209				\$76.38	\$12.13	\$88.51	\$0.00
	2009-901317				\$75.88	\$0.00	\$75.88	\$0.00
	2008-901404				\$73.04	\$0.00	\$73.04	\$0.00
	2007-903872				\$68.78	\$0.00	\$68.78	\$0.00
					\$1,068.06	\$662.70	\$450.43	\$1,280.33
014002901	2024-900133	Trombley Janet Louise	MH 1972 Lynn Haven 12X60	Per Navajo County Sheriff's Office: After a diligent search,	\$21.52	\$0.43	\$0.00	\$21.95
	2023-900137		VIN# 1000248	the unit has been confirmed not to be within Navajo County	\$21.66	\$8.47	\$0.00	\$30.13
	2022-900140			Jurisdiction per Motor Vehicle Reporting. The citizen has	\$20.70	\$11.63	\$0.00	\$32.33
	2021-900144			never resided within Navajo County and the location of this	\$23.74	\$16.39	\$0.00	\$40.13
	2020-900147			unit is unknown.	\$23.98	\$20.34	\$0.00	\$44.32
	2019-900149				\$25.24	\$25.19	\$0.00	\$50.43
	2018-900152			Assessor removed P.P from 2024 and future tax rolls.	\$25.58	\$29.56	\$0.00	\$55.14
	2017-900152				\$25.74	\$33.83	\$0.00	\$59.57
	2016-900157				\$24.04	\$35.77	\$0.00	\$59.81
	2015-900160				\$23.30	\$38.55	\$0.00	\$61.85
	2014-900171				\$24.02	\$43.44	\$0.00	\$67.46
					\$259.52	\$263.60	\$0.00	\$523.12
190021101	2024-902055	Johnson Rodney Maurice or	MH 1998 Carri 8X29	Per Navajo County Sheriff's Office: After a diligent search,	\$52.20	\$1.04	\$0.00	\$53.24
	2023-902154		VIN# 16F62C3N921013684	the owners have been found to be deceased and the unit	\$53.50	\$13.56	\$0.00	\$67.06
	2022-902249			does not appear to be within Navajo County Jurisdiction	\$59.10	\$23.91	\$0.00	\$83.01
	2021-902344			per Motor Vehicle Division reporting. The true location of	\$65.36	\$36.37	\$0.00	\$101.73
	2020-902404			this unit is now unknown.	\$68.80	\$49.03	\$0.00	\$117.83
	2019-902497				\$70.82	\$61.65	\$0.00	\$132.47
				Assessor removed P.P from 2024 and future tax rolls.				
					\$369.78	\$185.56	\$0.00	\$555.34
930009801	2024-903874	Nabors Kenneth M or Barbar	MH 1988 Skyline 16X72	Per Navajo County Sheriff's Office: After a diligent search,	\$137.98	\$3.68	\$0.00	\$141.66
	2023-903885		VIN# 16347HL	the location of this unit is unknown. Deputy has physically	\$140.20	\$29.30	\$0.00	\$169.50
	2022-903798			gone to the location and was unable to make contact. The	\$138.70	\$51.23	\$0.00	\$189.93
	2021-903883			unit also does not appear on Arizona Department of	\$149.36	\$78.68	\$0.00	\$228.04
	2020-903758			Transportation as showing within Navajo County	\$153.58	\$105.34	\$0.00	\$258.92
	2019-903804			Jurisdiction.	\$147.72	\$125.15	\$0.00	\$272.87
	2018-903715				\$140.88	\$142.12	\$0.00	\$283.00
	2017-903620			Assessor removed P.P from 2024 and future tax rolls.	\$141.72	\$165.61	\$0.00	\$307.33
	2016-903627				\$143.80	\$190.98	\$0.00	\$334.78

	2015-903546				\$153.26	\$227.73	\$0.00	\$380.99	
	2014-903519				\$145.14	\$239.16	\$0.00	\$384.30	
	2013-903483				\$142.72	\$14.51	\$157.23	\$0.00	
	2012-900232				\$136.76	\$269.41	\$0.00	\$406.17	
	2011-900223				\$133.14	\$283.71	\$0.00	\$416.85	
	2010-903854				\$149.24	\$341.29	\$0.00	\$490.53	
	2009-903814				\$155.70	\$380.75	\$0.00	\$536.45	
	2008-903754				\$157.82	\$0.00	\$157.82	\$0.00	
	2007-902656				\$175.28	\$484.09	\$0.00	\$659.37	
	2006-902639				\$194.26	\$567.05	\$0.00	\$761.31	
	2005-902615				\$174.28	\$537.13	\$0.00	\$711.41	
	2004-902661				\$182.80	\$592.39	\$0.00	\$775.19	
	2003-902454				\$191.50	\$651.00	\$0.00	\$842.50	
	2002-902385				\$186.52	\$664.04	\$0.00	\$850.56	
	2001-902386				\$187.14	\$696.17	\$0.00	\$883.31	
	2000-1002578				\$149.89	\$586.58	\$0.00	\$736.47	
	1999-503863				\$200.33	\$830.36	\$0.00	\$1,030.69	
	1998-504233				\$188.38	\$811.26	\$0.00	\$999.64	
	1997-403650				\$193.79	\$868.02	\$0.00	\$1,061.81	
	1996-403717				\$216.16	\$1,002.22	\$0.00	\$1,218.38	
	1995-403775				\$214.66	\$1,029.64	\$0.00	\$1,244.30	
	1994-403922				\$165.20	\$902.16	\$302.77	\$764.59	
	1993-404088				\$199.18	\$620.82	\$820.00	\$0.00	
					\$5,287.09	\$13,491.58	\$1,437.82	\$17,340.85	
180014001	2024-901864	Parker David Lee	MH 2006 Maxl 8X29	Per Navajo County Sheriff's Office: After a diligent search,	\$67.66	\$1.35	\$0.00	\$69.01	
	2023-901938		VIN# 4WYT32P2361501531	the location of this travel trailer is unknown, as it does not	\$67.70	\$15.83	\$0.00	\$83.53	
	2022-902019			appear on the Motor Vehicle Departments reporting as	\$63.44	\$25.30	\$0.00	\$88.74	
	2021-902098			being within Navajo County Jurisdiction.	\$74.98	\$40.99	\$0.00	\$115.97	
	2020-902146				\$76.90	\$54.22	\$0.00	\$131.12	
	2019-902216			Assessor removed P.P from 2024 and future tax rolls	\$94.44	\$80.55	\$0.00	\$174.99	
	2018-902295				\$95.88	\$0.00	\$95.88	\$0.00	
					\$541.00	\$218.24	\$95.88	\$663.36	



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

David M. Clouse
Sheriff

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

Date: 01/14/2025

To: Navajo County Treasurer's Office
Danielle Earl, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner has been found to be deceased and the unit has been confirmed not to be within Navajo County Jurisdiction per the Motor Vehicle Division. The location of this unit is now unknown. The Navajo County Assessor has removed this unit from future tax rolls. Please abate prior years.

Tax I. D. Number: 070034501

SEE ATTACHED

Roll Number(s): 900730	Year: 2024	Balance: \$45.70
: 900751	Year: 2023	Balance: \$56.69
: 900772	Year: 2022	Balance: \$63.76
: 900793	Year: 2021	Balance: \$81.31

Description of Property: MH 2001 ALFA 8X32
VIN# 1AU2310221A009859

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

Respectfully,

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

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

Hard Copy

Navajo County Treasurer

Owner

Tuesday, January 14, 2025

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

PEITZ LOUISE MARIE

MH 2001 ALFA 8X32 VIN# 1AU2310221A009859

17585 N 96TH WAY
SCOTTSDALE AZ 85255-2619

Tax ID: 070034501

Figures below based on 01/14/2025

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2024	900730	Tax	\$44.80	\$0.00	\$0.00	\$0.90	\$0.00	\$45.70
2023	900751	Tax	\$44.56	\$0.00	\$5.00	\$7.13	\$0.00	\$56.69
2022	900772	Tax	\$44.52	\$0.00	\$5.00	\$14.24	\$0.00	\$63.76
2021	900793	Tax	\$51.56	\$0.00	\$5.00	\$24.75	\$0.00	\$81.31
2020	900809	Tax	\$52.62	\$0.00	\$5.00	\$33.68	\$0.00	\$91.30
2019	900830	Tax	\$53.64	\$0.00	\$5.00	\$42.91	\$0.00	\$101.55
2018	900843	Tax	\$54.16	\$0.00	\$5.00	\$51.99	\$0.00	\$111.15
2017	900868	Tax	\$54.14	\$0.00	\$5.00	\$60.64	\$0.00	\$119.78
2016	900899	Tax	\$53.46	\$0.00	\$5.00	\$68.43	\$0.00	\$126.89
2015	900917	Tax	\$60.12	\$0.00	\$5.00	\$86.57	\$0.00	\$151.69
2014	900947	Tax	\$58.54	\$0.00	\$5.00	\$93.66	\$0.00	\$157.20
2013	900969	Tax	\$62.18	\$0.00	\$0.00	\$0.00	\$62.18	\$0.00
2012	903024	Tax	\$57.64	\$0.00	\$5.00	\$110.67	\$0.00	\$173.31
2011	903097	Tax	\$82.04	\$0.00	\$0.00	\$0.00	\$82.04	\$0.00
2010	901209	Tax	\$76.38	\$0.00	\$5.00	\$7.13	\$88.51	\$0.00
2009	901317	Tax	\$75.88	\$0.00	\$0.00	\$0.00	\$75.88	\$0.00
2008	901404	Tax	\$73.04	\$0.00	\$0.00	\$0.00	\$73.04	\$0.00
2007	903872	Tax	\$68.78	\$0.00	\$0.00	\$0.00	\$68.78	\$0.00
			\$1,068.06	\$0.00	\$60.00	\$602.70	\$450.43	\$1,280.33



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 01/22/2025

To: Navajo County Treasurer's Office
Danielle Earl, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the unit has been confirmed not to be within Navajo County Jurisdiction per Motor Vehicle Reporting. The citizen has never resided with in Navajo County and the location of this unit is unknown. The Navajo County Assessor's Office has remove this unit from future tax rolls. Please abate all prior years.

Tax I. D. Number: 014002901

SEE ATTACHED

Roll Number(s): 900133	Year: 2024	Balance: \$21.92
: 900137	Year: 2023	Balance: \$30.13
: 900140	Year: 2022	Balance: \$32.33
: 900144	Year: 2021	Balance: \$40.13

Description of Property: MH 1972 LYNN HAVEN 12X60
VIN# 1000248

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

Respectfully,

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

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

Hard Copy

Navajo County Treasurer

Owner

Wednesday, January 22, 2025

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

TROMBLEY JANET LOUISE

MH 1972 LYNN HAVEN 12X60 VIN# 1000248

PO BOX 1041

EAGAR AZ 85925-1041

Tax ID: 014002901

Figures below based on 01/22/2025

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2024	900133	Tax	\$21.52	\$0.00	\$0.00	\$0.43	\$0.00	\$21.95
2023	900137	Tax	\$21.66	\$0.00	\$5.00	\$3.47	\$0.00	\$30.13
2022	900140	Tax	\$20.70	\$0.00	\$5.00	\$6.63	\$0.00	\$32.33
2021	900144	Tax	\$23.74	\$0.00	\$5.00	\$11.39	\$0.00	\$40.13
2020	900147	Tax	\$23.98	\$0.00	\$5.00	\$15.34	\$0.00	\$44.32
2019	900149	Tax	\$25.24	\$0.00	\$5.00	\$20.19	\$0.00	\$50.43
2018	900152	Tax	\$25.58	\$0.00	\$5.00	\$24.56	\$0.00	\$55.14
2017	900152	Tax	\$25.74	\$0.00	\$5.00	\$28.83	\$0.00	\$59.57
2016	900157	Tax	\$24.04	\$0.00	\$5.00	\$30.77	\$0.00	\$59.81
2015	900160	Tax	\$23.30	\$0.00	\$5.00	\$33.55	\$0.00	\$61.85
2014	900171	Tax	\$24.02	\$0.00	\$5.00	\$38.44	\$0.00	\$67.46
			\$259.52	\$0.00	\$50.00	\$213.60	\$0.00	\$523.12



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 01/23/2025

To: Navajo County Treasurer's Office
Danielle Earl, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owners have been found to be deceased and the unit does not appear to be within Navajo County Jurisdiction per Motor Vehicle Division reporting. The true location of this unit is now unknown. The Navajo County Assessors Office has removed this unit from future tax rolls. Please abate all prior years.

Tax I. D. Number: 190021101

SEE ATTACHED

Roll Number(s): 902055	Year: 2024	Balance: \$53.24
: 902154	Year: 2023	Balance: \$67.06
: 902249	Year: 2022	Balance: \$83.01
: 902344	Year: 2021	Balance: \$101.73

Description of Property: MH 1998 CARRI 8X29
VIN# 16F62C3N921013684

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

Respectfully,

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

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

Hard Copy

Navajo County Treasurer

Owner

Thursday, January 23, 2025

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

JOHNSON RODNEY MAURICE OR DA MH 1998 CARRI 8X29 VIN# 16F62C3N921013684

1000 S IDAHO RD APT S
APACHE JUNCTION AZ 85119-6431

Tax ID: 190021101

Figures below based on 01/23/2025

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2024	902055	Tax	\$52.20	\$0.00	\$0.00	\$1.04	\$0.00	\$53.24
2023	902154	Tax	\$53.50	\$0.00	\$5.00	\$8.56	\$0.00	\$67.06
2022	902249	Tax	\$59.10	\$0.00	\$5.00	\$18.91	\$0.00	\$83.01
2021	902344	Tax	\$65.36	\$0.00	\$5.00	\$31.37	\$0.00	\$101.73
2020	902404	Tax	\$68.80	\$0.00	\$5.00	\$44.03	\$0.00	\$117.83
2019	902497	Tax	\$70.82	\$0.00	\$5.00	\$56.65	\$0.00	\$132.47
			\$369.78	\$0.00	\$25.00	\$160.56	\$0.00	\$555.34



David M. Clouse
Sheriff

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

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

Date: 01/28/2025

To: Navajo County Treasurer's Office
Danielle Earl, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the location of this unit is unknown. Deputy has physically gone to the location and was unable to make contact. The unit also does not appear on Arizona Department of Transportation as showing within Navajo County Jurisdiction. The Navajo County Assessors Office has removed this unit from all future tax rolls. Pleas abate all prior years.

Tax I. D. Number: 930009801

SEE ATTACHED

Roll Number(s): 903874	Year: 2024	Balance: \$141.66
: 903885	Year: 2023	Balance: \$169.50
: 903798	Year: 2022	Balance: \$189.93
: 903883	Year: 2021	Balance: \$228.04

Description of Property: MH 1988 SKYLINE 16X72
VIN# 16347HL

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

Respectfully,

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

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

Hard Copy

Navajo County Treasurer

Owner

Tuesday, January 28, 2025

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

NABORS KENNETH M OR BARBAR MH 1988 SKYLINE 16X72 VIN# 16347HL

3200 W THIRD ST LOT 10
WINSLOW AZ 86047-2069

Tax ID: 930009801

Figures below based on 02/28/2025

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2024	903874	Tax	\$137.98	\$0.00	\$0.00	\$3.68	\$0.00	\$141.66
2023	903885	Tax	\$140.20	\$0.00	\$5.00	\$24.30	\$0.00	\$169.50
2022	903798	Tax	\$138.70	\$0.00	\$5.00	\$46.23	\$0.00	\$189.93
2021	903883	Tax	\$149.36	\$0.00	\$5.00	\$73.68	\$0.00	\$228.04
2020	903758	Tax	\$153.58	\$0.00	\$5.00	\$100.34	\$0.00	\$258.92
2019	903804	Tax	\$147.72	\$0.00	\$5.00	\$120.15	\$0.00	\$272.87
2018	903715	Tax	\$140.88	\$0.00	\$5.00	\$137.12	\$0.00	\$283.00
2017	903620	Tax	\$141.72	\$0.00	\$5.00	\$160.61	\$0.00	\$307.33
2016	903627	Tax	\$143.80	\$0.00	\$5.00	\$185.98	\$0.00	\$334.78
2015	903546	Tax	\$153.26	\$0.00	\$5.00	\$222.73	\$0.00	\$380.99
2014	903519	Tax	\$145.14	\$0.00	\$5.00	\$234.16	\$0.00	\$384.30
2013	903483	Tax	\$142.72	\$0.00	\$5.00	\$9.51	\$157.23	\$0.00
2012	900232	Tax	\$136.76	\$0.00	\$5.00	\$264.41	\$0.00	\$406.17
2011	900223	Tax	\$133.14	\$0.00	\$5.00	\$278.71	\$0.00	\$416.85
2010	903854	Tax	\$149.24	\$0.00	\$5.00	\$336.29	\$0.00	\$490.53
2009	903814	Tax	\$155.70	\$0.00	\$5.00	\$375.75	\$0.00	\$536.45
2008	903754	Tax	\$157.82	\$0.00	\$0.00	\$0.00	\$157.82	\$0.00
2007	902656	Tax	\$175.28	\$0.00	\$5.00	\$479.09	\$0.00	\$659.37
2006	902639	Tax	\$194.26	\$0.00	\$5.00	\$562.05	\$0.00	\$761.31
2005	902615	Tax	\$174.28	\$0.00	\$5.00	\$532.13	\$0.00	\$711.41
2004	902661	Tax	\$182.80	\$0.00	\$5.00	\$587.39	\$0.00	\$775.19
2003	902454	Tax	\$191.50	\$0.00	\$5.00	\$646.00	\$0.00	\$842.50
2002	902385	Tax	\$186.52	\$0.00	\$5.00	\$659.04	\$0.00	\$850.56
2001	902386	Tax	\$187.14	\$0.00	\$5.00	\$691.17	\$0.00	\$883.31
2000	1002578	Tax	\$149.89	\$0.00	\$5.00	\$581.58	\$0.00	\$736.47
1999	503863	Tax	\$200.33	\$0.00	\$5.00	\$825.36	\$0.00	\$1,030.69
1998	504233	Tax	\$188.38	\$0.00	\$5.00	\$806.26	\$0.00	\$999.64
1997	403650	Tax	\$193.79	\$0.00	\$5.00	\$863.02	\$0.00	\$1,061.81
1996	403717	Tax	\$216.16	\$0.00	\$5.00	\$997.22	\$0.00	\$1,218.38
1995	403775	Tax	\$214.66	\$0.00	\$5.00	\$1,024.64	\$0.00	\$1,244.30
1994	403922	Tax	\$165.20	\$0.00	\$5.00	\$897.16	\$302.77	\$764.59
1993	404088	Tax	\$199.18	\$0.00	\$5.00	\$615.82	\$820.00	\$0.00
			\$5,287.09	\$0.00	\$150.00	\$13,341.58	\$1,437.82	\$17,340.85



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 01/29/2025

To: Navajo County Treasurer's Office
Danielle Earl, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the location of this travel trailer is unknown, as it does not appear the the Motor Vehicle Departments reporting as being within Navajo County jurisdiction. The Navajo County Assessors Office has removed this unit from future tax rolls. Please abate all prior years.

SEE ATTACHED: 180014001

Roll Number(s): 901864	Year: 2024	Balance: \$69.01
: 901938	Year: 2023	Balance: \$83.53
: 902019	Year: 2022	Balance: \$88.74
: 902098	Year: 2021	Balance: \$115.97

Description of Property: MH 2006 MAXL 8X29
VIN# 4WYT32P2361501531

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

Respectfully,

A handwritten signature in black ink, appearing to read "Jerome Hepp", is written over a horizontal line. The number "2223" is written in the center of the line.

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

Hard Copy

Navajo County Treasurer

Owner

Wednesday, January 29, 2025

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

PARKER DAVID LEE

MH 2006 MAXL 8X29 VIN# 4WYT32P2361501531

PO BOX 704

LAKESIDE AZ 85929-0704

Tax ID: 180014001

Figures below based on 01/29/2025

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2024	901864	Tax	\$67.66	\$0.00	\$0.00	\$1.35	\$0.00	\$69.01
2023	901938	Tax	\$67.70	\$0.00	\$5.00	\$10.83	\$0.00	\$83.53
2022	902019	Tax	\$63.44	\$0.00	\$5.00	\$20.30	\$0.00	\$88.74
2021	902098	Tax	\$74.98	\$0.00	\$5.00	\$35.99	\$0.00	\$115.97
2020	902146	Tax	\$76.90	\$0.00	\$5.00	\$49.22	\$0.00	\$131.12
2019	902216	Tax	\$94.44	\$0.00	\$5.00	\$75.55	\$0.00	\$174.99
2018	902295	Tax	\$95.88	\$0.00	\$0.00	\$0.00	\$95.88	\$0.00
			\$541.00	\$0.00	\$25.00	\$193.24	\$95.88	\$663.36



Board of Supervisors Regular

1. g.

Meeting Date: 02/25/2025

Title: Joseph City Sidewalk Development Grant District II

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Public Works

Motion before the Board:

Certification of the E-2 Environmental Review Record, Documentation of Exemption for the Joseph City Pedestrian Improvement Project

Background:

Navajo County has received a Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project. Arizona Department of Housing (ADOH) has requested that the E-2 Environmental Review Record, Documentation of Exemption Form be signed by the Certifying Officer of the Responsible Entity.

Attachments

Environmental Review Record, Documentation of Exemption

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	02/14/2025 09:01 AM
Public Works Director	Madhav Mundle	02/18/2025 09:17 AM
Form Started By: Jeanine Carruthers		Started On: 02/13/2025 01:29 PM
Final Approval Date: 02/18/2025		



E-2 DOCUMENTATION OF EXEMPTION

Recipient Navajo County
ADOH Contract No.100-25

ENVIRONMENTAL REVIEW RECORD **DOCUMENTATION OF EXEMPTION**

1. Description of Activity(ies):
CDBG funds will be used for new ADA-compliant sidewalks, multi-use paths, and crossings, as well as new curbs and gutters between Joseph City Elementary School and Joseph City JR/SR High School.
2. These activities are **exempt** pursuant to 24 CFR Part 58.
This project converts to EXEMPT, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license

Form Prepared By (*name and title*): **Joshua Carpenter, Environmental Project Manager ****

_____	2/12/2025
Signature	Date

Certifying Officer for Responsible Entity (name and title): Jason Whiting, Chairman of the Board of Supervisors

_____	_____
Signature	Date

A copy of this document should be submitted to ADOH if the **entire** activity is Exempt (e.g. planning only) and excluding Administration. The original should be held in the Recipient's ERR file.

**** FOR NON-PROFIT ONLY:** Form Prepared by must be signed by the Entity's designated ERR Compliance Officer. ADOH becomes the Responsible Entity and will sign as the Certifying Officer.

**Board of Supervisors Regular****1. h.****Meeting Date:** 02/25/2025**Title:** REP PC Appointment Feb. 2025**Submitted By:** Rayleen Richards, Elections Director**Department:** Elections

Motion before the Board:

Appointment of Jodi Christine Poole as Republican Precinct Committeeman for their respective precincts

Background:

Appointment valid through Oct. 1, 2028.

16-822. Precinct committeemen; eligibility; vacancy; duties; term B. If the number of persons who file nominating petitions for an election to fill precinct committeeman positions is less than or equal to the number of precinct committeeman positions, the county board of supervisors may cancel the election for those positions not sooner than seventy-five days before the election and appoint the person who filed the nominating petition to fill the position. If no person has filed a nominating petition to fill a position, the position is deemed vacant and shall be filled as otherwise provided by law. A precinct committeeman who is appointed pursuant to this subsection after filing a nominating petition shall be deemed an elected precinct committeeman. 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.

Form Review**Inbox**

Jason Moore

Elections Director

Form Started By: Rayleen Richards

Final Approval Date: 02/13/2025

Reviewed By

Jason Moore

Rayleen Richards

Date

02/13/2025 03:15 PM

02/13/2025 03:35 PM

Started On: 02/13/2025 01:45 PM



Board of Supervisors Regular

1. i.

Meeting Date: 02/25/2025

Title: DEM PC Appointments Feb 2025

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Approval for the appointments of Sheryl Eaton, Juliet Austin, Sally R. Bitsuie, Angela Bradley Joe and Marcie Ann Greenberg as Democrat Precinct Committeemen for their respective precincts

Background:

Appointment valid through Oct. 1, 2028.

16-822. Precinct committeemen; eligibility; vacancy; duties; term B. If the number of persons who file nominating petitions for an election to fill precinct committeeman positions is less than or equal to the number of precinct committeeman positions, the county board of supervisors may cancel the election for those positions not sooner than seventy-five days before the election and appoint the person who filed the nominating petition to fill the position. If no person has filed a nominating petition to fill a position, the position is deemed vacant and shall be filled as otherwise provided by law. A precinct committeeman who is appointed pursuant to this subsection after filing a nominating petition shall be deemed an elected precinct committeeman. 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.

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	02/14/2025 08:48 AM
Elections Director	Rayleen Richards	02/14/2025 08:50 AM
Form Started By: Rayleen Richards		Started On: 02/13/2025 01:17 PM
Final Approval Date: 02/14/2025		



Board of Supervisors Regular

1. j.

Meeting Date: 02/25/2025

Title: Cancel and Appoint for White Mtn. Lake Sp. Rd. Dist. #2

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Adoption of **Resolution Number** ____ - **25**, canceling the election on May 20, 2025, for White Mountain Lakes Special Road District #2 and appointing the candidate(s) or deeming the position vacant

Background:

48-1404. [Election of trustees; vacancies](#)

B. The election shall be held at such places as the board of trustees shall by resolution determine, after notice thereof, posted for ten days preceding the election, in three conspicuous places in each precinct into which the district may be divided for the purposes of election. Candidates for the office of trustee shall file nominating petitions with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for the position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

Attachments

CA for WML Sp Rd Dist. Resolution

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	02/13/2025 03:33 PM
Elections Director	Rayleen Richards	02/13/2025 03:35 PM
Form Started By: Rayleen Richards		Started On: 02/13/2025 03:13 PM
Final Approval Date: 02/13/2025		



RESOLUTION NO _____ - 25

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS, CANCELLING THE ELECTIONS FOR WHITE MOUNTAIN LAKE SPECIAL ROAD DISTRICT #2; AND APPOINTING THE CANDIDATE(S) or DEEMING POSITION(S) VACANT, PURSUANT TO ARS § 48-1404 (B)

WHEREAS, ARS § 48-1404 (B) provides as follows with respect to Special Road District Board of Directors positions:

“If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for the position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.”

and

WHEREAS, A.R.S. § 16-410 (A) authorizes the Board to take such action no earlier than one hundred and five (105) days before the election, and it is now less than one hundred and five (105) days before the May 20, 2025 Special Election at which the Special Road District Board of Directors will be elected;

and

WHEREAS, the officer in charge of elections, has certified that the number of persons who filed nominating petitions to fill the Special Road District Board of Directors positions is less than or equal to the number of positions available, attached hereto and incorporated herein as “Exhibit A”;

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

That the Special Road District Board of Directors position(s), attached hereto and incorporated herein as "Exhibit A", are hereby deemed Elected or positions deemed vacant by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on March 11, 2025

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason E. Whiting
Chairman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

White Mountain Lake Sp. Rd. District #2

(1 Positions Available)

Vacant

3 year term

**Board of Supervisors Regular****1. k.****Meeting Date:** 02/25/2025**Title:** FY25-26 ACJC NCHIP Grant Agreement**Submitted By:** Lynda Young, Office Manager**Department:** County Attorney

Motion before the Board:

Approval and Acceptance of the FY25-26 ACJC National Criminal History Improvement Grant #NCHIP-24-26-006 for criminal history records and related information

Background:

In general, BJS provides direct awards and technical assistance to states and localities to improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

Fiscal Impact**Fiscal Year:** FY25/26**Budgeted Y/N:** Y**Amount Requested:** \$89,100**Fiscal Impact:**

\$89,100 to fund upgrades to County Attorney's case management system with two interface capabilities. 1) Electronically transmit charging disposition of law enforcement arrest records from case management system to DPS' criminal database. 2) Electronically upload police reports from Snowflake-Taylor, Show Low and Pinetop-Lakeside police departments into our case management system, opening a case for review.

No match requirement.

Attachments

FY25-26 ACJC NCHIP Grant

Form Review**Inbox**

County Attorney

Form Started By: Lynda Young

Final Approval Date: 02/14/2025

Reviewed By

Brad Carlyon

Date

02/14/2025 08:38 AM

Started On: 02/13/2025 08:04 PM



Arizona Criminal Justice Commission

December 09, 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

Attn: Jason Whiting, Chairman, Board of Supervisors
Navajo County Attorney's Office
PO Box 668
Holbrook, AZ 86025
RE: National Criminal History Improvement Program
ACJC Grant Number NCHIP-24-26-006

Dear Jason Whiting,

Congratulations! You have been awarded \$89,100.00 in Federal monies from the National Criminal History Improvement Grant. The ACJC grant number is NCHIP-24-26-006.

Please review and return the Grant Agreement (all pages) with authorized signatures to the ACJC office. Also please note that the grant agreement contains special conditions for review and to be initialed. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled.

If you or your staff has any questions regarding the grant, or if we may be of further assistance, please contact either Ashley Mully at 602-364-1169 or email amully@azcjc.gov or Sasha Allen at 602-364-1154 or email sallen@acjc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Lloyd Y. Asato".

Lloyd Y. Asato, Program Manager
Criminal Justice Systems Improvement



ARIZONA CRIMINAL JUSTICE COMMISSION
NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM
GRANT AGREEMENT

ACJC Grant Number NCHIP-24-26-006
Assistance Listings Number (ALN) Number 16.554

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: 01/01/2025 to 12/31/2026

Amount of Federal Funds Obligated by this Agreement: \$89,100.00

Total Amount of Federal Funds Obligated to the Grantee: \$89,100.00

Indirect Cost Rate used by the Grantee under this Agreement:

ALN Number and Name: 16.554 - National Criminal History Improvement Program Supplemental

Name of Federal Awarding Agency: Bureau of Justice Assistance

Total Amount of the Federal Award in this Agreement: \$2,437,837.00

Federal Award Identification Number (FAIN): 15PBJs-24-GK-02351-NCHI

Federal Award Date: 1/1/2025

Federal Award Project Description:

In general, BJS provides direct awards and technical assistance to states and localities to improve the quality, timeliness, and immediate accessibility of criminal history records and related information. Complete records require that data from all components of the criminal justice system be integrated and linked, including law enforcement, prosecutors, courts, and corrections. NCHIP assists states to establish an integrated infrastructure that meets the needs of all components.

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:

This Grant Agreement is made this 9th day of December, 2024 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION", through 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 January 01, 2025 and terminate on December 31, 2026. 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

B. If to the GRANTEE:

Navajo County Sheriff's Office
PO Box 668
Holbrook, AZ 86025

Attn: Chairman, Board of Supervisors, Jason Whiting

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

PERSONAL SERVICES	
Salaries	\$0.00
Fringe Benefits*	\$0.00
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$89,100.00
Fringe Benefits*	\$0.00
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Additional Expenses	\$0.00
Additional Expenses	\$0.00
TOTAL BUDGET	\$89,100.00

POSITIONS FUNDED:
EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$89,100.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) 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 \$0.00.

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
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th

FINANCIAL REPORTS

Report Period	Due Date
January 1st to January 31st	February 15th
February 1st to February 29th	March 15th
March 1st to March 31st	April 15th
April 1st to April 30th	May 15th
May 1st to May 31st	June 15th
June 1st to June 30th	July 15th
July 1st to July 31st	August 15th
August 1st to August 31st	September 15th
September 1st to September 30th	October 15th
October 1st to October 31st	November 15th
November 1st to November 30th	December 15th
December 1st to December 31st	January 15th

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.

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. 15PBJS-24-GK-02351-NCHI awarded by the Bureau of Justice Assistance, 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 statutes 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 EEOP (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 (EEOP). 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.

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 EEOP (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 EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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.

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
NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

ACJC Grant Number NCHIP-24-26-006

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. Recipient is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendation of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain-- (a) a definition and analysis of integration in the State and localities developing integrated information sharing systems; (b) an assessment of the criminal justice resources being devoted to information technology; (c) State and local resource needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.
3. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the grantee agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.
4. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of a grant period versus the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the award period versus the number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.
5. GRANTEE agrees that if any criminal justice information systems developed, designed, implemented or upgraded with these grant funds will be compatible, where applicable with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS) that will conform to the American National Standards Institute (ANSI standard data format for interchange of fingerprint information (ANSI/NIST-CLS-I-1993), National Sex Offender Registry, National Protective Order file, and other reporting standards of the FBI, and applicable statewide or regional criminal justice information sharing standards and plans.
6. GRANTEE has or intends to establish a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

SPECIAL CONDITION(S) (Continued):

7. GRANTEE agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.

8. GRANTEE 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 200.79) 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 GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all grant expenditures.

10. Employment eligibility verification for hiring under the award

1. 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.

2. Monitoring

A. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

A. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated 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 recipient (or any 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 recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a

SPECIAL CONDITION(S) (Continued):

"Tentative No confirmation" or a "Final No confirmation") 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 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.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8U.S.C. 1324a(a)(1).

11. GRANTEE 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 web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

12. 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>.

13. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

14. GRANTEE must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://www.ojp.gov/funding/fapis>.

15. 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

SPECIAL CONDITION(S) (Continued):

U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of 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 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.

16. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

17. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

18. Grantee has been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions:(1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19. 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.

20. This NCHIP/NARIP related project is to be funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal history records improvements within the states. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:

- A. Determining the types of criminal history record information that will be useful to Federal, state, and local agencies.
- B. Identifying Federal information reporting standards and guidelines and making them available to the recipient or providing access to them.
- C. Providing technical assistance to the recipient to enhance state criminal history records, identify convicted felons, and improve the quality and timeliness of criminal history information.
- D. Informing the recipient of the status of Federal program requirements, specifications, and funding levels.
- E. Requesting and obtaining statistical data as needed to monitor and assess performance with respect to criminal records improvement goals.

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

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 Date
Arizona Criminal Justice Commission



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: 147822A4-B8CF-4C0A-BC64-8982560ED6AA	Status: Sent
Subject: Complete with Docusign: ACJC_Agreement_NCHIP-24-26-006_NCAO.pdf, ACJC_AwardLetter_NCHIP-24-26-0...	
Source Envelope:	
Document Pages: 23	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ashley Mully
Time Zone: (UTC-07:00) Arizona	amully@azcjc.gov
	IP Address: 159.87.74.2

Record Tracking

Status: Original	Holder: Ashley Mully	Location: DocuSign
12/10/2024 10:28:17 AM	amully@azcjc.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Arizona Criminal Justice Commission	Location: DocuSign

Signer Events

Signature	Timestamp
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Brad Carlyon	Sent: 12/10/2024 7:03:14 PM
brad.carlyon@navajocountyaz.gov	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 9/18/2024 9:22:57 AM
ID: 1dd27afd-94f8-4283-a47a-f077bbc2b543
Company Name: Arizona Criminal Justice Commission

Jason Whiting
jason.whiting@navajocountyaz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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LYNDA YOUNG	<div>VIEWED</div>	Sent: 12/10/2024 10:30:35 AM
lynda.young@navajocountyaz.gov		Viewed: 12/10/2024 7:01:59 PM
Security Level: Email, Account Authentication (None)		Completed: 12/10/2024 7:03:13 PM
	Using IP Address: 74.43.151.132	

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

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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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	12/10/2024 10:30:35 AM
Envelope Updated	Security Checked	12/10/2024 7:03:13 PM
Envelope Updated	Security Checked	12/10/2024 7:03:13 PM
Envelope Updated	Security Checked	12/10/2024 7:03:13 PM
Envelope Updated	Security Checked	12/10/2024 7:03:13 PM

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, Carahsoft OBO 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 Carahsoft OBO 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

To advise Carahsoft OBO 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 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 Carahsoft OBO 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 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 Carahsoft OBO 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 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 Carahsoft OBO 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 Carahsoft OBO Arizona Criminal Justice Commission during the course of your relationship with Carahsoft OBO Arizona Criminal Justice Commission.

**Board of Supervisors Regular****2. a. 1.****Meeting Date:** 02/25/2025**Title:** Navajo County Jail Medical and Psychological Services Amendment No. 3**Submitted By:** Kolton Root, Sr. Procurement Officer**Department:** Navajo County Jail District

Motion before the Board:

Amendment No. 3 extending Navajo County Jail Medical and Psychological Services Contract with Wexford Health Sources, Inc. for one additional year (March 8, 2025, through March 7, 2026), and modifying the scope of services and billable rates

Background:

On March 8, 2022 the Board of Directors approved the contract with Wexford Health Sources, Inc. This contract has worked well for the Navajo County Jail District. This contract may be renewed up to four additional one-year terms. This would be the third renewal. Amendment No. 3 extends the contract one additional year, includes additional program costs and management fees associated to Contract #B24-10-014 Navajo County Jail Residential Substance Abuse Treatment Program, and modifies the pricing. Both parties are in concurrence.

Attachments

Amendment_No._3

Mutual_Consent_Business_Unit

Mutual_Consent_Consultant

Form Review**Inbox**

Jeanine Carruthers

Brandt Clark

Form Started By: Kolton Root

Final Approval Date: 02/14/2025

Reviewed By

Jeanine Carruthers

Brandt Clark

Date

02/14/2025 09:25 AM

02/14/2025 10:51 AM

Started On: 02/12/2025 11:38 AM



NAVAJO
COUNTY

CONTRACT AMENDMENT NO. 3
NAVAJO COUNTY JAIL MEDICAL AND PSYCHOLOGICAL SERVICES

John M. Froehlich
Senior VP & Chief Financial Officer
Wexford Health Sources, Inc.
501 Holiday Drive, Suite 300
Pittsburgh, PA 15220

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **CONTRACT EXTENSION**: The above contract is hereby mutually extended March 8, 2025 through March 7, 2026, unless terminated, canceled or extended as otherwise provided in the contract.
2. **SERVICES**: The Scope of Work has been revised to include additional program costs and management fees associated to Contract #B24-10-014 Navajo County Jail Residential Substance Abuse Treatment Program.
3. **PAYMENT**: The contract price is hereby amended as outlined in Attachment A.

Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed. Please signify your acceptance of this amendment by signing and returning to the address below, attention Kolton Root, as soon as possible.

Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with the Navajo County. If you need to make changes to your address, correct the address above and initial.		The above referenced Contract Amendment is hereby executed this 25th day of February 2025, at Holbrook, Arizona. <hr/> Chairman, Board of Directors
<hr/>		
Signature	Date	
<hr/>		
Typed/Printed Name and Title		



NAVAJO COUNTY

ATTACHMENT A - FEE PROPOSAL

Jail Medical and Psychological Services Contract		
Extension Effective 3/8/2025-3/7/2026		
	Monthly	Annual
Medical and Psychological Services	At Wexford Health cost as incurred	At Wexford Health cost as incurred
Current Medical Management Fee	\$20,000.00	\$240,000.00
2025 Medical Management Fee Increase	\$2,369.08	\$28,428.96
SUD Medical Management Fee	\$2,100.00	\$25,200.00
Additional Program Costs	\$530.92	\$6,371.04
Total Monthly Management Fee	\$25,000.00	\$300,000.00

Kolton Root

From: Ernie Garcia
Sent: Wednesday, January 8, 2025 3:46 PM
To: Kolton Root
Subject: RE: Jail Medical & Psychological Services Renewal (Expires 3/7/25)

Yes, but we are going to ask for an amendment for a additional .5 FTE.

From: Kolton Root [REDACTED]
Sent: Wednesday, January 8, 2025 3:36 PM
To: Ernie Garcia [REDACTED]
Cc: Jeanine Carruthers [REDACTED]
Subject: Jail Medical & Psychological Services Renewal (Expires 3/7/25)

Hello DC Garcia,

The subject-referenced contract with Wexford Health Sources, Inc. is set to term on 3/7/25. Should it be renewed for another year?

Thanks,

KOLTON ROOT
Sr. Procurement Officer
Navajo County | Public Works

[REDACTED] Direct

[REDACTED]
P.O. Box 668 (Mail) | 100 West Public Works Drive
Holbrook, AZ 86025
Teamwork – Accountability – Integrity – Excellence – Innovation



Kolton Root

From: Doug Mote [REDACTED]
Sent: Wednesday, January 29, 2025 4:09 AM
To: Kolton Root
Cc: Jeanine Carruthers; Ernie Garcia
Subject: Re: [External] Renewal of Navajo County Jail Medical and Psychological Services Contract
Attachments: image001.png; Wexford Health - Price Proposal.docx

Caution: This email originated from outside of Navajo County.

Greetings Kolton. I can assure you that we are extremely interested in extending.. For that, I am very grateful for the continued partnership.

I will send you a formal response asap. Thanks much. We appreciate it.

Doug Mote, CCHP, CCP

Vice President of Jail Operations
Wexford Health Sources, Inc., part of The Wexford Companies
[REDACTED] (cell)
[REDACTED]

Responsive & innovative
Adaptability & efficiency
Integrity & ethics
Superior service
Engaged & empowered
R.A.I.S.E. the Standard

www.wexfordhealth.com

This transmission is intended for the use of the individual or entity which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender.

Sent from iPhone

On Jan 28, 2025, at 11:39 AM, Kolton Root <[REDACTED]> wrote:

***** CAUTION *****

This email originated from outside of Wexford Health Sources Inc. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning Doug,

Medical/Psychological Contract: Navajo County’s subject-referenced contract with Wexford Health will expire on March 7, 2025. Is your organization interested in renewing this contract for another year? The renewal term would be from March 8, 2025 to March 7, 2026.

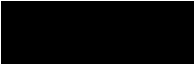

Substance Abuse Treatment Contract: In coordination with the aforementioned renewal, we would like to propose implementing Phase 2 of the Navajo County Jail Residential Substance Abuse Treatment Program Contract #B24-10-014 effective March 8, 2025. This would necessitate the following cost adjustments:

Jail Residential Substance Abuse Treatment Program Contract	Jail Medical & Psychological Services Contract
<ol style="list-style-type: none"> 1. Implements “Phase 2” pricing: <ol style="list-style-type: none"> 1. *Removes “Additional Program Costs” – Annual cost of \$6,371.04 2. *Removes “Management Fee” – Annual cost of \$25,200.00 3. Adds “Behavioral Health Technician (0.5 FTE)” – Annual cost of \$44,655.60, prorated to \$33,889.32 for remainder of initial term. 4. *Note: Removed cost elements may be prorated and billed up to the effective date of removal. 	<ol style="list-style-type: none"> 2. Adds “Additional Program Costs” – Annual cost of \$6,371.04 3. Adds “Management Fee” – Annual cost of \$25,200.00

This assumes that all other terms of both contracts remain the same. Please let me know if this is agreeable.

Thank you,

KOLTON ROOT
Sr. Procurement Officer
Navajo County | Public Works

 Direct

P.O. Box 668 (Mail) | 100 West Public Works Drive
Holbrook, AZ 86025
Teamwork – Accountability – Integrity – Excellence – Innovation

**Board of Supervisors Regular****2. a. 2.****Meeting Date:** 02/25/2025**Title:** Jail Residential Substance Abuse Treatment Program No. B24-10-014 Amendment No. 1**Submitted By:** Kolton Root, Sr. Procurement Officer**Department:** Navajo County Jail District

Motion before the Board:

Amendment No. 1 to the Navajo County Jail Residential Substance Abuse Treatment Program Contract #B24-10-014 replaces Phase 1 pricing with Phase 2 pricing

Background:

On December 10, 2024, the Board of Directors awarded the Navajo County Jail Residential Substance Abuse Treatment Program Contract #B24-10-014 to Wexford Health Sources, Inc. utilizing the contractor's Phase 1 pricing. Amendment No. 1 corrects the Consultant's name and replaces Phase 1 pricing with Phase 2 pricing, as identified in the original Price Proposal. Both parties are in concurrence.

AttachmentsAmendment_No._1

Form Review**Inbox**

Jeanine Carruthers

Brandt Clark

Form Started By: Kolton Root

Final Approval Date: 02/14/2025

Reviewed By

Jeanine Carruthers

Brandt Clark

Date

02/14/2025 09:26 AM

02/14/2025 10:52 AM

Started On: 02/12/2025 12:21 PM



NAVAJO
COUNTY

CONTRACT AMENDMENT NO. 1
NAVAJO COUNTY JAIL RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM
CONTRACT NO. B24-10-014

John M. Froehlich
Senior VP & Chief Financial Officer
Wexford Health Sources, Inc.
501 Holiday Drive, Suite 300
Pittsburgh, PA 15220

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **CONSULTANT NAME:** Correction to the Consultant name “Wexford Health Services, Inc.” to “Wexford Health Sources, Inc.”
2. **PRICING:** The contract price is hereby amended to replace Phase 1 pricing with Phase 2 pricing as identified in Attachment A – Fee Schedule.

Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed. Please signify your acceptance of this amendment by signing and returning to the address below, attention Kolton Root, as soon as possible.

Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with the Navajo County. If you need to make changes to your address, correct the address above and initial.		The above referenced Contract Amendment is hereby executed this 25th day of February 2025, at Holbrook, Arizona.
<hr/>		
Chairman, Board of Directors		
<hr/>		
<hr/>		
Signature	Date	
<hr/>		
Typed/Printed Name and Title		



NAVAJO COUNTY

ATTACHMENT A - FEE SCHEDULE

Jail Residential Substance Abuse Treatment Program Contract		
Phase 2 Effective 3/8/2025-3/7/2026		
	Monthly	Annual
QMHP/Substance Abuse Counselor	\$10,956.92	\$131,483.04
Behavioral Health Technician	\$3,721.30	\$44,655.60
Total Fixed Billing	\$14,678.22	176,138.64



Board of Supervisors Regular

3. a. 1.

Meeting Date: 02/25/2025

Title: MOU Between NCPHSD and CAN Community Health Inc. for HIV/STD Community Testing

Submitted For: Janelle Linn, Health Director

Submitted By: Janelle Linn, Health Director

Department: NC Public Health Services District

Motion before the Board:

Memorandum of Understanding between Navajo County Public Health Services District (NCPHSD) and CAN Community Health, Inc. for Community HIV/STD testing

Background:

MOU outlines agency responsibilities for NCPHSD to provide location for testing events and referrals for continuation of care and CAN's responsibilities to provide free HIV/STD testing events for at risk populations.

Attachments

MOU Between NCPHSD and CAN

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	02/12/2025 10:33 AM
Health Director	Janelle Linn	02/12/2025 10:37 AM
Form Started By: Janelle Linn		Started On: 02/12/2025 07:42 AM
Final Approval Date: 02/12/2025		



MEMORANDUM OF UNDERSTANDING
BETWEEN
CAN Community Health, Inc. (Agency)
AND
Navajo County (Partner)

THIS AGREEMENT is effective on **3/1/25** or the date of last signature by the parties, whichever comes later, between CAN Community Health, Inc. (Agency) and **Navajo County** (Partner).

A. MISSION:

To promote improved access to HIV, STD, and/or Hepatitis C care continuum prevention, testing, education, and/or services through coordination and testing.

B. RESPONSIBILITIES OF THE AGENCY:

1. Provide medical care and prevention services as available at the location, as clinically appropriate and in accordance with patient choice and considerations relating to a third party who may have financial responsibility for making payment to a provider on behalf of the patient.
2. Provide testing via mobile testing unit and/or outreach, as available and at an agreed upon location.
3. Provide a key point of contact ("POC"), responsible for supporting the relationship between Partner and Agency.
4. Agree to share information with appropriate Partner staff with appropriate releases to maximize success and assure confidentiality, all in accordance with applicable federal and state laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
5. Notify Partner of any key staff changes that would materially impact on this MOU.
6. Engage the Partner in required and best practice monitoring, evaluation, and quality assurance (QA) and/or case conferencing activities.
7. Attend Partner meetings, as needed and if available, to ensure proper coordination of services.
8. Provide Partner key information for referral per the receipt of a request of information (ROI).
9. Shall appropriately train and educate key staff with respect to the terms and conditions of this Agreement at least annually.

C. RESPONSIBILITIES OF THE PARTNER:

1. Provide services as outlined in the mutually complete linkage to care document, updated annually.
2. Provides medical and/or support services, as provided by the organization, consistent with prevailing standards in the local community in which the care was delivered and in accordance with patient choice and considerations relating to a third party who may have financial responsibility for making payment to a provider on behalf of the patient.
3. Provide secure and confidential confirmation of successfully referred patients within 30 days of initial service, if applicable.
4. Participate, upon request, in the Agency's policies and procedures with respect to, among other things, monitoring, evaluation, and Quality Assurance (QA) activities.
5. Provide a key point of contact ("POC") as mutually agreed, responsible for receiving and supporting referrals and/or coordination of testing services between Partner and the Agency.
6. Notify the Agency as soon as possible of any material changes in the clinical organizations' hours of availability.
7. Notify the Agency of any key staff or location changes.
8. Refer patients back to Agency for appropriate follow-up care and provide Agency with patient records.
9. Shall appropriately train and educate key staff with respect to the terms and conditions of this Agreement at least annually.

D. MUTUAL RESPONSIBILITIES/CONDITIONS:

1. TERM

The parties agree that this agreement shall automatically renew, notwithstanding anything to the contrary. Any party may terminate this agreement at any time by giving the other party written notice at least thirty (30) days prior to the intended termination date.

2. SPECIAL CONSIDERATIONS

Confidentiality: Where applicable the parties shall maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations including, but not limited to, Sections 119.0701, 384.29, 382.004, 392.65 and 456.057, Florida Statutes. The parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any current and future regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164.

3. GENERAL CONSIDERATIONS

Amendments: No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto. The terms of this Agreement may be revised at any time only by written agreement, executed by both parties hereto, except for point of contact. Each party

reserves the right to change its point of contact without written agreement but will notify the other party within 30 days after such change.

Waiver of Breach: The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.

Exclusivity: This Agreement is non-exclusive. Thus, the parties reserve the right to enter into similar agreements with other parties.

Independent Contractor: By this Agreement the parties intend to establish between them the relationship of independent contractors. Nothing in this Agreement shall create, or be intended to create, a partnership, agency, joint venture, employment, or any other type of similar relationship. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Memorandum of Agreement to be officers, agents, or employees of the other party.

Use of Trademarks and Logos: Neither party may use the trade name, trademark, service mark, logo, or other designation of the other party without the express written approval of the party.

Notice: Any notice required to be given hereunder shall be in writing, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below. The following persons are to be the general contact persons for the term of this Agreement.

- For Partner:

Name: _____
 Name: _____
 Title: _____
 Phone: _____
 Email: _____

- For CAN Community Health:

Name: Jasmine Akins, MPH
 Director of Community Relations
 9040 Town Center Parkway
 Sarasota, FL 34202
jakins@cancommunityhealth.org

cc: Legal Department
 9040 Town Center Parkway
 Sarasota, FL 34202

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

CAN

PARTNER

Signature: _____

Signature: _____

Jasmine Akins, MPH

Name: _____

Director of Community Relations

Title: _____

Date: _____

Date: _____



Board of Supervisors Regular

4. a.

Meeting Date: 02/25/2025

Title: Liquor License - Phaedra Ann Snyder - Miss Bo's mercantile

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

Department: Board of Supervisors

Presented By: Leah Thomas

Motion before the Board:

PUBLIC HEARING: Consideration of a Liquor License for Phaedra Ann Snyder for Miss Bo's Mercantile located at 2377 Bison Ranch Trail, Overgaard, AZ

Background:

We received a liquor license application from Phaedra Ann Snyder for Miss Bo's Mercantile, for a New 010 Beer and Wine Store License.

The Sheriff's Department, Treasurer's Office, Health Department and Planning and Development have all responded with approvals for the license.

The required 20 day posting has been completed.

Recommendation:

Approval

Attachments

Application

Department Recommendations

Form Review

Inbox

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 01/22/2025

Reviewed By

Melissa Buckley

Date

01/22/2025 10:01 AM

Started On: 01/17/2025 10:06 AM

State of Arizona
Department of Liquor Licenses and Control

Created 01/14/2025 @ 11:09:47 AM

Local Governing Body Report

LICENSE

Number: Type: 010 BEER AND WINE STORE

Name: MISS BO'S MERCANTILE

State: Pending

Issue Date: Expiration Date:

Original Issue Date:

Location: 2377 BISON RANCH TRAIL
OVERGAARD, AZ 85933
USA

Mailing Address: PO BOX 485
HEBER, AZ 85928
USA

Phone: (602)549-3125

Alt. Phone:

Email: MISSBO@HOTMAIL.COM

AGENT

Name: PHAEDRA ANN SNYDER

Gender: Female

Correspondence Address: PO BOX 485
HEBER, AZ 85928
USA

Phone: (602)549-3125

Alt. Phone:

Email: MISSBO@HOTMAIL.COM

OWNER

Name: MISSBOBUNKHOUSE LLC

Contact Name: PHAEDRA ANN SNYDER

Type: LIMITED LIABILITY COMPANY

AZ CC File Number: 23203244 State of Incorporation: AZ

Incorporation Date: 03/30/2021

Correspondence Address: PO BOX 485
HEBER, AZ 85928
USA

Phone: (602)549-3125

Alt. Phone:

Email: MISSBO@HOTMAIL.COM

Officers / Stockholders

60th day
03-15-2025
105th day
04-29-2025

Name:
PHAEDRA ANN SNYDER

Title:
Mgr-Member

% Interest:
100.00

MISSBOBUNKHOUSE LLC - Mgr-Member

Name: PHAEDRA ANN SNYDER
Gender: Female
Correspondence Address: PO BOX 485
HEBER, AZ 85928
USA
Phone: (602)549-3125
Alt. Phone:
Email: MISSBO@HOTMAIL.COM

APPLICATION INFORMATION

Application Number: 324599
Application Type: New Application
Created Date: 12/23/2024

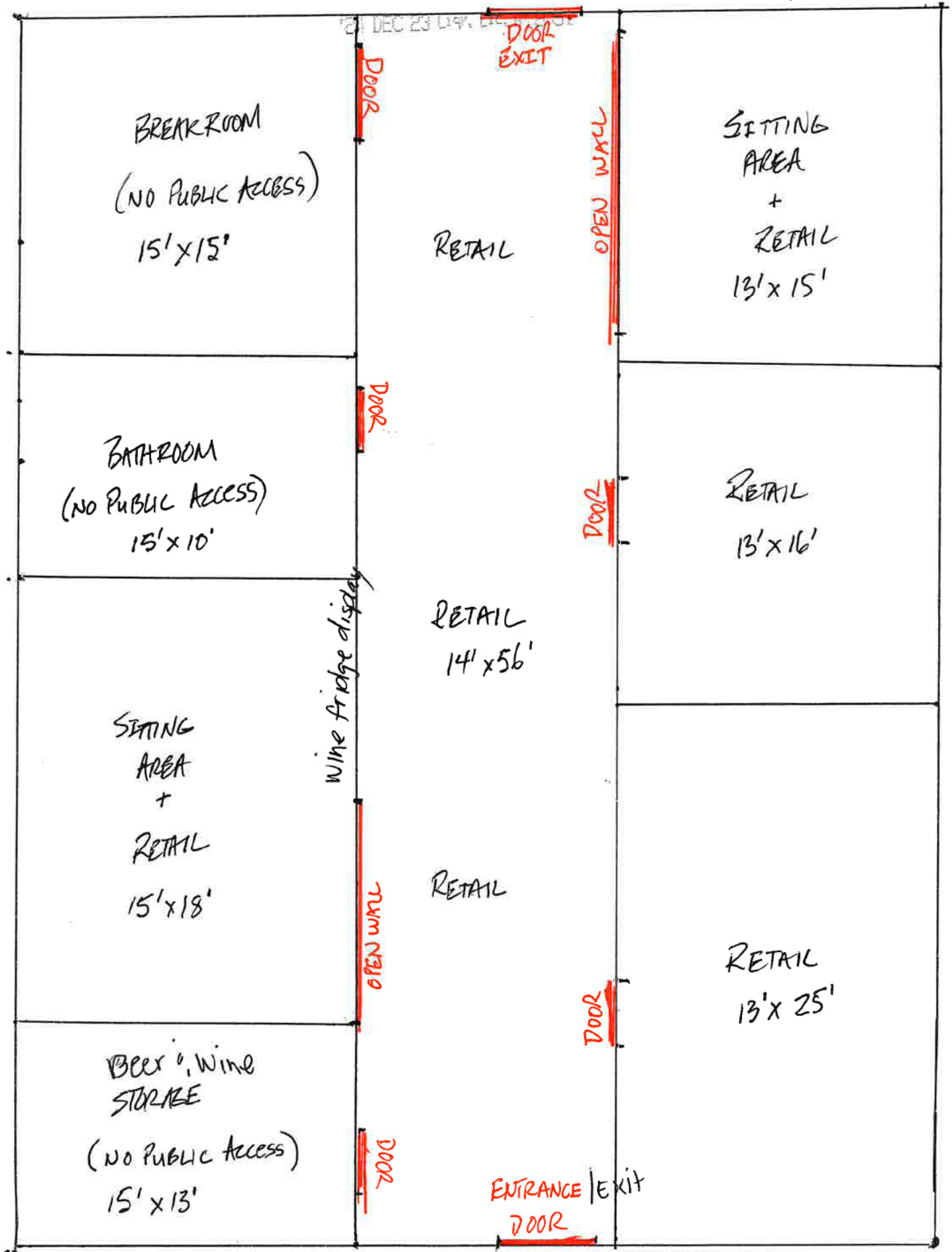
QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
MOUNTAIN MEADOWS PRIMARY 2181 W COUNTRY CLUB DR OVERGAARD, AZ
85933 3 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
NAVAJO COUNTY
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

2377 BISON RANCH TRAIL (SUITES 117/118 COMBINED)

2,352 Sq. Ft.
(42' x 56')





Arizona Dept. of Liquor Licenses and Control
<https://www.azliquor.gov>
(602) 542-5141

DLLC USE ONLY

Fee:

Job #: 324599

Date Accepted: 01-13-2025

CSR: SG

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

AMENDMENT

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: Snyder Phaedra Cinn
Last First Middle
2. Social Security #: _____ Birth Date: ____/____/____
(NOT a public record) (NOT a public record)
3. Driver's License #: _____ State Issued: _____
(NOT a public record)
5. Are you a resident of Arizona? ☐ Yes ☐ No Date of residency: ____/____/____
6. Email address: _____
7. Home Address: _____
8. Daytime phone #: _____ Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: Series 10
2. Business Name (doing business as): Missbobunkhouse LLC dba Miss Bo's Mercantile
3. Business Address: 2377 Bison Ranch Trail Overgaard, AZ. 85933



Arizona Dept. of Liquor Licenses and Control
<https://www.azliquor.gov>
(602) 542-5141

DLLC USE ONLY

Fee:
Job #: 324599
Date Accepted: 01-14-2025
CSR: SG

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

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Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

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Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☐ CONTROLLING PERSON

☒ MANAGER

- Name: Snyder Phaedra Ann
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 05 / 23 / 1973
- Email address: missbo@hotmail.com
- Home Address: [REDACTED]
- Daytime phone #: 6025493125 Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: _____
- Business Name (doing business as): _____
- Business Address: _____

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☒ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: _____

AMENDMENT

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☐
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? A.R.S. §4-202(D) Yes ☐ No ☐
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☐
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☐

I, (Print Full Name) Phaedra Ann Snyder hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____

Date: 1-10-25

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

24 DEC 23 11:41 AM '18 51

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager

Name of persons who will be handling the day to day operations: Phaedra Snyder

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) Phaedra Ann Snyder hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Phaedra Ann Snyder

Date: 11-19-24



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

Phaedra Ann Snyder

APPLICANT NAME (Print or type) _____

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City Tempe State AZ COUNTRY United States

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

Driver's License

2) Name of document: _____

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

24 DEC 23 PM 4:44:53
SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Phaedra Ann Snyder

Print Name


Signature


11/19/2024

Date


25 1 13 Liv. Sept AM 8:32

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

1 CLASS D 4a DLN [REDACTED]
9a END NONE 3 DO [REDACTED]
12 RESI NONE
1 SNYDER
2 PHAEDRA ANN
3 [REDACTED]
4a ISS 02/02/2023
4b EXP 05/23/2038
15 SEX F 16 EYES BLU
16 HGT 5'04" 19 HAIR BLN
17 WGT 135lb
DONOR 
6 DD [REDACTED]

Phaedra Snyder





FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	324599
Date Accepted:	01-14-2025
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 12/17/2024	Name of Applicant: SNYDER, PHAEDRA ANN
Name of Fingerprint Technician: C. YAZZIE	
Fingerprint technician's Signature: 1838	
Fingerprint technician's Agency/company Name: NCSO	Phone Number: (928) 524-4143
Type of Photo ID Provided (check one):	
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)	



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: January 14, 2025

TO: Planning & Development, Health Department, Treasurer, Sheriff's Office

FROM: Leah Thomas, Deputy Clerk of the Board

SUBJECT: New Liquor License

The attached application for a liquor license has been received by the Navajo County Clerk of the Board of Supervisor's Office. You have received this application as part of the verification process. Please submit your report or comments **NO LATER THAN February 7, 2025**, to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: 010 Beer and Wine Store

APPLICANT NAME: Phaedra Ann Snyder

BUSINESS NAME: Miss Bo's Mercantile

BUSINESS LOCATION: 2377 Bison Ranch Trail

PARCEL NUMBER:

ZONING:

Please advise if the above application **DOES**/ **DOES NOT** (highlight one) meet the requirements of this department.

Comments:

No permit required.



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: January 14, 2025

TO: Leah Thomas, Deputy Clerk of the Board

FROM: Cody Cooper, Planning Manager

SUBJECT: New Liquor License

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SERIES: 010 Beer and Wine Store

APPLICANT NAME: Phaedra Ann Snyder

BUSINESS NAME: Miss Bo's Mercantile

BUSINESS LOCATION: 2377 Bison Ranch Trail

PARCEL NUMBER:

ZONING:

Please advise if the above application **DOES/DOES NOT** (highlight one) meet the requirements of this department.

Comments: The subject property is a portion of the "Mixed-Commercial" designation of the Bisontown 1, A Condominium Final Plat. Because of this, provided there are not H.O.A. issues (if applicable), a liquor license is suitable with the zoning.

From: [Kirby Coppedge](#)
To: [Leah Thomas](#)
Subject: Re: New Liquor License Application #324599
Date: Monday, February 10, 2025 10:29:28 AM
Attachments: [image003.png](#)
[image002.png](#)

My apologies I thought I'd already responded on this one. We have no objection to this license

Get [Outlook for iOS](#)

From: Leah Thomas <Leah.Thomas@navajocountyaz.gov>
Sent: Monday, February 10, 2025 10:19:22 AM
To: Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>
Subject: FW: New Liquor License Application #324599

Good Morning Kirby,

Can you please let me know if the Sheriff's Office has a position on the attached Liquor License application?

Thank you,

[Leah Thomas, CMC](#)

Deputy Clerk of the Board



From: Leah Thomas
Sent: Tuesday, January 14, 2025 3:40 PM
To: Cody Cooper <cody.cooper@navajocountyaz.gov>; Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>; Kathryn Mathewson <kathryn.mathewson@navajocountyaz.gov>; Danielle Earl <Danielle.Earl@navajocountyaz.gov>
Subject: New Liquor License Application #324599

Good Afternoon,

Please review the attached application and submit your Department's position no later than February 7, 2025.

Let me know if you have any questions.

Thank you,

[Leah Thomas, CMC](#)



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: January 14, 2025

TO: Planning & Development, Health Department, Treasurer, Sheriff's Office

FROM: Leah Thomas, Deputy Clerk of the Board

SUBJECT: New Liquor License

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SERIES: 010 Beer and Wine Store

APPLICANT NAME: Phaedra Ann Snyder

BUSINESS NAME: Miss Bo's Mercantile

BUSINESS LOCATION: 2377 Bison Ranch Trail

PARCEL NUMBER: 206-52-116A

ZONING:

Please advise if the above application **DOES**/ **DOES NOT** (highlight one) meet the requirements of this department.

Comments:

Property taxes on parcel# 206-52-116A are current.

Danielle Earl
Navajo County Treasurer