



## 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, April 8, 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](http://www.navajocountyaz.gov)

**WATCH THE MEETING LIVE AT:** [www.navajocountyaz.gov/660](http://www.navajocountyaz.gov/660)

All public comments will need to be made in person or in writing. Written comments will be received by the Clerk of the Board's office twenty-four (24) hours prior to the Board meeting, at [melissa.buckley@navajocountyaz.gov](mailto: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: March 25, 2025 BOS Meeting
- b. Renewal of the DarkTrace cybersecurity software
- c. FY 2026 TCPF Court Field Trainer Grant Application
- d. FY2026 Court FILL the GAP Funding Application
- e. FY2026 Re-Appointment of Michael Penrod and Steven Williams as Judges Pro Tempore to serve in the Superior Court for a term beginning July 1, 2025, to June 30, 2026

- f. Donation Agreement between the Towns of Snowflake and Taylor, and Navajo County for the Navajo County Probation Department to take over ownership of police dog Zues due to the phase out of the Police Department's K9 unit
  - g. License agreement between Cellular One of North East Arizona, a division of Smith Bagley, Inc. dba, and Navajo County Sheriff's Department (Office) for the Adamana tower and property
  - h. Intergovernmental Agreement for the lease of a U.S. Department of Defense vehicle between Pinal County and Navajo County
  - i. **Resolution Number 07-2025**, Reaffirming the county's fair housing policy, making known its commitment to the principle of fair housing and describing actions it shall undertake to affirmatively further fair housing in Navajo County
  - j. Sympathy letter to Kaitlyn Lerma (Superior Court)
  - k. Amendment Number 1 to Contract #B24-03-011 Supplying & Delivering Liquid Asphalt Products extending the contract one additional year from May 12, 2025 to May 13, 2026
  - l. Amendment Number 5 to Wilson & Company Professional Services Contract for the Joseph City Pedestrian Improvements Project extending the contract one additional year (May 23, 2025 through May 22, 2026)
  - m. Wilson & Company, Starlight Pavement Reconstruction Final Design Project, Contract Amendment No. 2 extends the contract for six additional months (May 23, 2025 through November 22, 2025)
  - n. Tax exemptions filed pursuant to ARS §42-11153 as a Request for Redemption of Waiver
  - o. **Resolution Number 08-2025**, supporting the Heber-Overgaard Community Food Bank to apply for the 2025 Gila River Indian Community grant opportunity
  - p. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Master Service Agreement between Navajo County and Benefits & Risk Management Services Inc. Annual Renewal; Statement of Work between CDW Government LLC and Navajo County for the addition of Copilot for M365 licenses
2. **BOARD OF EQUALIZATION:**
- 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. Approve Stipulation between the County Assessor and Petitioner on Petition for Review of Proposed Correction Real Property APN: 212-37-096B



3. **BOARD OF SUPERVISORS:**

- a. Presentation to Snowflake High School Girls Basketball Team for winning the 3A State Championship

**Presented By:** Chairman Jason Whiting

- b. Recognition of Snowflake D-3 - 215 lb. Wrestling State Champion Devin Kinlicheenie

**Presented By:** Chairman Jason Whiting

- c. Recognition of Winslow Division IV - 144 lb. Wrestling Champion Michael Romero.

**Presented By:** Supervisor Fern Benally

- d. Recognition of Mogollon D-4 - 165 lb. Wrestling Champion Hadley Porter and 106 lb. Wrestling State Champion Anthony Pimentel

**Presented By:** Supervisor Daryl Seymore

4. **ADMINISTRATIVE SERVICES:**

- a. Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Tina Nelson** (County Attorney) 5 years; **Ciera Hensley** (Health District) 5 years; **Chief Brian Swanty** (Sheriff) 5 years; **Seth Coffey** (Facilities Management) 5 years; **Rhonda Krouse** (Health District) 5 years; **Necia Adams** (Health District) 5 years; **Adrain Barrera** (Jail Operations) 5 years; **Stephani DoBell** (Jail Operations) 5 years; **Delton Jenkins** (Facilities) 5 years; **Alysaa Lemmon** (Health District) 5 years; **Mauriah Walker** (Health District) 5 years; **Pamela Harris** (Health District) 5 years; **Shayne Jackson** (Sheriff) 10 years; **Janelle Linn** (Health District) 10 years; **Judge BJ Little** (Winslow Justice Court) 10 years; **Pedro Barajas** (Jail Operations) 10 years; **Julianna Davis** (Public Works) 10 years; **William Wilbanks** (Public Works) 15 years; **Sheriff David Clouse** (Sheriff) 15 years; **Bruce Tucker** (Sheriff) 15 years; **Jeanine Carruthers** (Public Works) 20 years; **Gerson Diaz** (Superior Court) 20 years; **LuAnn Garbini** (Superior Court) 20 years; **Michelle Duran** (County Attorney) 25 years; and **Yvonne Hunt** (Snowflake Justice Court) 30 years.

**Presented By:** Eric Scott

- b. Presentation to Pamela Harris on her Retirement from Navajo County after 5 Years of Service

**Presented By:** Eric Scott and Janelle Linn

- c. Consideration of a Proclamation proclaiming April 2025, as "National County Government Month"

**Presented By:** Chelle Ewald

5. **SHERIFF'S OFFICE:**

- a. Consideration of a proclamation declaring the week beginning April 13th through April 19th, 2025, as "National Telecommunicator's Week" in Navajo County, Arizona.

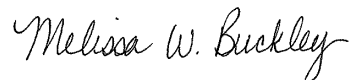
**Presented By:** Sheriff David Clouse

6. **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. Intergovernmental Agreement CTR070152, Amendment 2, Overdose Data to Action between the Arizona Department of Health Services and Navajo County Public Health Services District, to continue to provide naloxone training and help reduce overdose deaths
  2. Intergovernmental Agreement, CTR 063750 Amendment 2, between the Arizona Department of Health Services and Navajo County Public Health Services District to continue the overdose fatality reviews
  3. Service agreement between Navajo County Public Health Service District and Summit Healthcare Association for general medical equipment calibration
- b. **REGULAR AGENDA:**
1. Presentation regarding the current wildfire conditions, fire restrictions and mitigation efforts throughout the region.  
**Presented By:** Catrina Jenkins with Janet Dean, APS
7. **COUNTY BUSINESS UPDATE:** Report from County Manager, County Attorney and Board members.
8. **CALL TO THE PUBLIC:** Individuals may address the Board on any relevant issue for up to 3 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
9. **ADJOURN**

Dated: April 3, 2025

Posted: 4:38 p.m. By: mwb

NAVAJO COUNTY BOARD OF SUPERVISORS



Melissa W. Buckley - Clerk of the Board



**Board of Supervisors Regular**

**1. a.**

**Meeting Date:** 04/08/2025

**Title:** 3.25.2025 Draft Minues

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

**Department:** Board of Supervisors

---

**Motion before the Board:**

Minutes: March 25, 2025 BOS Meeting

**Background:**

---

**Attachments**

Draft 3.25.2025 BOS Meeting Minutes

---

**Form Review**

Form Started By: Leah Thomas

Started On: 03/28/2025 11:56 AM

Final Approval Date: 03/28/2025

# NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES

## Tuesday, March 25, 2025

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

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

**9:00 a.m. Call To Order:** Invocation and Pledge of Allegiance was led by **Supervisor Fern Benally**.

### CONSENT AGENDA:

- a. *Minutes: March 11, 2025 Regular Meeting Minutes and March 11, 2025 Executive Session Minutes*
- b. *Clerk of Superior Court Report, February 2025*
- c. *Constable Reports: Snowflake Precinct #3, Pinetop-Lakeside Precinct #6, February 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, February 2025*
- e. *Amendment No. 2 to the Code Enforcement Facility Contract #B23-06-014 with JWA Architects, LLC. modifies the contract services and price*
- f. **Resolution Number 06-2025**, approving the exchange of an existing Navajo County Highway Easement over Parcel 202-05-005G
- g. *Tax exemptions filed pursuant to ARS §42-11153 as a Request for Redemption of Waiver*
- h. *Appointment of Mary Karen Sechrist and Roger Robison Harston as Republican Precinct Committeemen for their respective precincts*
- i. *Sympathy Letter to the family of former employee William Tracy Young: **Supervisor Peshlakai made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Benally**. Vote unanimous approving the motion.*

### EMPLOYEE RECOGNITION:

- a. *Navajo County recognizes the following employees for their excellence in personal performance, far exceeding the organization's expectations for the month of March: **Jeremy Young** (Planning & Development Services), **John Bruce** (Information Technology), **Katelin Lerma** (Court Administration) and **Anthony Lopez** (Health Department – Animal Control): Ron Smith stated that there are four employees that have gone above and beyond their normal job duties. He recognized the individuals that were present for their excellence in personal performance, far exceeding*

the organization's expectations. A presentation was shown.

**Vice-Chair Whitesinger** expressed gratitude to Mr. Smith for his efforts and congratulates those nominated by their peers for their recognition. She acknowledged some of the qualities that were stated for those nominated, such as a willingness to help, hard work, integrity, innovation, problem-solving, and strong communication skills. She spoke about the importance of recognizing the valuable contributions of individuals serving local communities and expresses appreciation for their dedication.

#### **BOARD OF SUPERVISORS:**

- a. *Presentation to Joseph City High School Girls Basketball Team for winning the 1A State Championship:*

**Supervisor Alberto Peshlakai** congratulated the Joseph City Wildcats for winning the 1A Division Girls Basketball State Championship in Arizona, praising their teamwork and dedication. He spoke about watching part of the game on TikTok, noting the strong performance, especially on defense. He indicated that the Wildcats' success is attributed to their impressive season and hard work, leading them to the championship. He highlighted the unique aspect of the team, with two sets of twins and strong family connections, which contributes to their chemistry and performance. He stated that the team has brought pride to their school and community, and he expressed appreciation for the coaches, staff, and supporters. He presented the team with medals in recognition of their championship. Coach Dan Bushman expressed gratitude for the recognition and pride in the team's accomplishments. He spoke about teamwork, and support from the community, school, and parents. He indicated that despite losing five games to higher-division teams, they excelled with impressive stats, such as averaging 22 steals and 59 points per game while allowing just 29 points per game. He further indicated that the team's success is attributed to their commitment to sacrifice, teamwork, and the guidance of their coaches. He stated that nine of the 12 athletes are on the All-Academic Team, maintaining a 3.5 GPA or better.

**Vice-Chair Whitesinger** shared her appreciation to the team for coming to the meeting and for their dedication.

- b. *Recognition of Show Low D-2 - 100 lb. Wrestling State Champion Ruthie Wilhelm :*

**Vice-Chair Whitesinger** expressed gratitude for the opportunity to recognize the Ruthie Wilhelm's hard work and dedication, as well as the support of parents, teachers, coaches, and the community. She stated that Ruthie, a freshman at Show Low High School, beat a senior to win the D-2 Girls State Wrestling Championship for the 100-pound weight class. She indicated that Ruthie had an impressive 43-1 varsity season, winning the section tournament and being named Outstanding Wrestler. She stated that Ruthie triumphed in the state tournament, defeating tough opponents, including an undefeated athlete in the finals. She inquired what Ruthie's favorite wrestling move is and what wrestling has taught her about life. She presented Ruthie with a medal in recognition of her accomplishment.

Ruthie Wilhlem stated that wrestling has taught her that she can overcome difficult challenges in life, noting that it has helped her stay motivated and believe she can tackle any hard task.

John Wilhelm, Ruthie's Dad/Coach, spoke about her strengths, particularly her top position in wrestling, and her ability to perform effective moves like risk bars. He shared how proud he is of her, highlighting her leadership on the team and her significant accomplishments, such as starting the girls' wrestling program in Show Low and becoming the first Arizona state champion in junior high. He indicated that she also achieved three consecutive state titles at the junior high level. He described her as a pleasure to coach, acknowledging her discipline with coaches, even though she sometimes backtalks him as her dad.

**Supervisor Seymore** expressed gratitude for the wrestling program and the opportunity it provides. He acknowledged John, who works for the city of Show Low, as a great example of dedication to his family, especially his daughter. He indicated that he is pleased to see young women having the chance to compete in the sport and congratulated Ruthie on her success.

- c. *Recognition of Winslow Division IV - 144 lb. Wrestling Champion Michael Romero:*

Due to Michael Romero not being present, this item will be moved to the April 8, 2025, agenda.

- d. *Consideration of an application from The Big Red Barn Marketplace, LLC for a Class A Bingo License, at 3402 Kimball Street, Heber, AZ:*  
Leah Thomas stated the application is for a Class A Liquor License and that department approvals have been received from the Sheriff's Department, Treasurer's Office, Health Department and Planning and Development. She stated that staff would recommend approval.

**Supervisor Seymore** requested clarification, if it was for a Liquor License or Bingo License.

Ms. Thomas stated that it is for a Bingo License.

**Supervisor Seymore made a motion** to approve an application from The Big Red Barn Marketplace, LLC for a Class A Bingo License, at 3402 Kimball Street, Heber, AZ, motion seconded by **Supervisor Benally**. Vote unanimous approving the motion.

#### **COUNTY ATTORNEY:**

- a. *Consideration and approval of a Proclamation declaring April 6th through April 12, 2025, as National Victims' Rights Week :*

Roxanne Padilla stated that they are requesting that April 6-12, 2025, be proclaimed as National Crime Victim Rights Week. She read the proposed proclamation. She stated that this has been observed since 1981 and that they are proud to be able to recognize the victims that they work with throughout the county.

**Vice-Chair Whitesinger** expressed her appreciation for the work done by the County Attorney's Office, particularly in the area of victim rights, and

acknowledges their efforts in helping the community stay informed on how to best support each other.

**Supervisor Benally made a motion** to approve a Proclamation declaring April 6th through April 12, 2025, as National Victims' Rights Week, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

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

Bryan Layton reported on the first Community Listening Session regarding renewable energy, where they clarified the county's role in energy decisions and its authority to regulate through zoning. He indicated that they spoke about the current ordinance and invited SRP and APS to provide insights on energy challenges. He stated that the session allowed community members to express concerns about the environment and share the impact of renewable energy projects on local businesses and property owners. He indicated that additional sessions are planned, and feedback will be shared with the board. Mr. Layton also mentioned Navajo County's 130th anniversary, highlighting its history and resilience, and shared a celebratory message written with the help of AI.

**Supervisor Seymore** expressed gratitude for the listening sessions that allow the community to provide input. He thanked the County Attorney's Office for their exceptional work on victim's rights. He reported about ongoing discussions with state leaders regarding laws and ordinances that affect local control, emphasizing their advocacy for protecting local authority. He wished everyone a happy Easter and a joyful spring, reflecting on the significance of the resurrection of Jesus Christ.

**Supervisor Peshlakai** reported on attending Chapter community meetings, addressing local concerns, and connecting constituents with appropriate tribal and non-tribal organizations. He indicated that many of the communities are preparing for Earth Day cleanups. He reported on attending the NACo Conference, noting that he participated in several legislative and health-related meetings, including the 2025 Legislative Conference and Health Policy Steering Committee. He spoke about a significant achievement with the formal recognition of the National Association of Native County Leaders and Allies (NLA) at the NACO Conference, indicating that it has elevated the voices of Native county leaders and help address issues affecting Indian Country. He indicated that he also attended a federal agency expo, learning more about programs and services, especially those benefiting rural counties and Native communities. He indicated that he found demographic and economic data about Navajo County and that he will share it with the Supervisors.

**Supervisor Benally** reported on attending the groundbreaking for the Navajo Nation Judicial Complex in Kayenta and the Kayenta Post Office. She indicated that Kayenta is undergoing significant construction, with new projects including the Northland Pioneer College, and a library. She stated that the Chapters are preparing for Earth Day cleanups, with families assigned specific road segments for cleanup. She stated that looking ahead she is anticipating meetings with NDOT, BIA, and Chapters.

**Vice-Chair Whitesinger** reported on attending the Listening Session on renewable energy, noting that she appreciated the diverse perspectives shared. She indicated that the session served as a valuable introduction to renewable

energy and emphasized the importance of creating a balanced approach for developing ordinances that support both landowners and the community. She encouraged citizens to attend future listening sessions, highlighting the importance of community input. She reminded everyone about the upcoming White Mountain Wildfire Preparedness Expo, emphasizing the need for wildfire readiness due to ongoing fire risks.

**Chairman Whiting** spoke about the discussions held at a recent ECO meeting, noting that they try to do a Legislative Meeting each year, that they are planning for early May, and that this session will focus on issues in Gila, Greenlee, and Graham counties. He expressed appreciation for the staff's efforts in organizing listening sessions on renewable energy, emphasizing the value of gathering factual, non-emotional feedback to help improve existing ordinances. He acknowledged **Vice- Chair Whitesinger** for her leadership with forestry and fire preparedness. He highlighted the collaborative work with the state forester and recognized **Supervisor Seymore** for his contributions to the Legislative Policy Committee amid a lengthy legislative session. He expressed gratitude for the collaborative efforts and work being done at Navajo County.

**CALL TO THE PUBLIC:**

Kelly Zagrzebski, with Invenergy, provided a quarterly update on the Hashknife Project, a solar and battery storage energy center south of Joseph City, indicating that they broke ground on December 12, 2024, with 47 craft workers currently on-site, living in various rental accommodations throughout the county. She stated that the earth-moving work has been completed, and for the next quarter, the team will increase to about 450 craft workers. She further indicated that activities would focus on setting piles for the solar panels and starting substation work. She spoke about community outreach, noting that they are working with the Center for the Future of Arizona to set up a teacher externship program in Northern Arizona, focusing on energy development and related careers.

**ADJOURN:** 10:05 a.m. meeting adjourned.

**APPROVED:**

**DATED: April 8, 2025**

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

**ATTEST:**

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





## Board of Supervisors Regular

1. b.

**Meeting Date:** 04/08/2025

**Title:** Renewal for Dark Trace software

**Submitted For:** Ken Dewitt, Information Technology Director

**Submitted By:** Ken Dewitt, Information Technology Director

**Department:** Information Technology

---

### Motion before the Board:

Renewal of the DarkTrace cybersecurity software

### Background:

A review last year of software by the IT department determined that DarkTrace was the best fit for Navajo County for use in this Cyber Security space. This amount is budgeted in the IT Department.

---

### Attachments

Darktrace

---

### Form Review

#### Inbox

Information Technology Director (Originator)

Information Technology Director (Originator)

Information Technology Director (Originator)

Form Started By: Ken Dewitt

Final Approval Date: 03/27/2025

#### Reviewed By

Ken Dewitt

Ken Dewitt

Ken Dewitt

#### Date

03/14/2025 01:34 PM

03/27/2025 01:28 PM

03/27/2025 02:06 PM

Started On: 03/14/2025 01:25 PM



## Darktrace Email

Contract # 016864

State of Arizona Network and Telephony Equipment and Related Services #CTR059872 /  
Exp. 04/18/2025

Prepared for:

**Navajo County**

Jeff Lineberry

Jeff.Lineberry@navajocountyaz.gov

Prepared by:

**Sentinel Technologies, Inc**

Jacob Thiede

jthiede@sentinel.com

## Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Navajo County with principal offices at Po Box 668 Holbrook, AZ 86025.

## Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

### Darktrace Email

Product Description	Qty	Price	Ext. Price
<b>Solution Subscriptions</b> - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.			
<b>Initial Term:</b> 26.5 Months   <b>Term Dates:</b> 4/14/2025 - 6/30/2027   <b>Billing Model:</b> Annual   <b>Renewal Term:</b> Requote			
Payment 1: \$27,971.05 (4/14/2025 - 4/13/2026) Payment 2: \$27,971.05 (4/14/2026 - 4/13/2027) Payment 3: \$5,827.31 (4/14/2027 - 6/30/2027)			
*Does not include taxes			
Darktrace / EMAIL (Exchange Online) 501-600 Active Users (Email)	1	\$61,769.41	\$61,769.41
Darktrace Training (eLearning)	1	\$0.00	\$0.00
Darktrace Training (Public)	1	\$0.00	\$0.00
<b>Subtotal:</b>			<b>\$61,769.41</b>

## Darktrace Terms & Assumptions

- This Agreement shall be supplementary to, and coterminous with any previous Agreement (the “Prior Order”), as previously agreed between the parties, the terms of which shall continue to apply, to the extent such terms do not contradict those contained herein, and will add to the Offering a subscription to use Darktrace / EMAIL and Darktrace/NETWORK (Response Only) for the remainder of the Term. Customer's use of the Offering shall be subject to the Darktrace Master Services Agreement, attached hereto.
- Use of Darktrace / EMAIL is limited to within the band of Active Users specified above (“Usage Metrics”). For the purposes of Darktrace / EMAIL, an “Active User” consists of a mailbox, reported by the relevant provider, that has been seen to send or receive email in the last 28 days. Use of Darktrace / EMAIL may not exceed 40000 Mail Volume, as determined by the volume of inbound and outbound email in a 24 hour period (“Mail Volume”). Should the number of Active Users or Mail Volume usage exceed the figures set out above, additional Fees shall be payable.
- Use of the autonomous response element of Darktrace / NETWORK is limited to within the IP Count band specified above (“Usage Metrics”). For such purposes, “IP Count” is calculated by taking the peak unique IP address values (with VLANs differentiated) in any 24-hour period in the last 28 days. Should Usage Metrics be exceeded, additional Fees shall be payable.
- The Offering is made available on the basis of the relevant Product Specification, Service Definition, or other technical documentation (as applicable). Product Specifications and Service Definitions are found at: <https://darktrace.com/legal/product-specifications-and-service-definitions>, whilst other technical documentation can be found via the Customer Portal.
- The Usage Metrics set out in the above Offering Table are in the aggregate, not in addition to any prior orders. In the event of conflict between the Usage Metrics of this Product Order Form and any prior order, the Usage Metrics of this Product Order Form are determinative.
- The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (<https://darktrace.com/resources/contract-data-sheets.zip>) (the “Appliance Specifications”). Should the Appliance Specifications be exceeded, additional Fees shall be payable.

## Darktrace Email

**Prepared by:****Sentinel Technologies, Inc**

Jacob Thiede

jthiede@sentinel.com

**Prepared for:****Navajo County**

Po Box 668

Holbrook, AZ 86025

Jeff Lineberry

(928) 524-4403

Jeff.Lineberry@navajocountyaz.gov

**Contract Information:****Contract # 016864**

Version: 7

Delivery Date: 03/26/2025

Expiration Date: 04/14/2025

## Quote Summary

Description	Amount
Darktrace Email	\$61,769.41

**Estimated Tax: \$5,824.86****Total: \$67,594.27**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Terms and Conditions

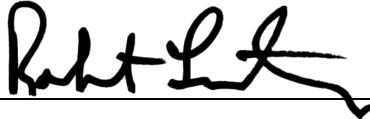
By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at <https://sentinel.com/Terms-and-Conditions> unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

## Invoice Terms

Subscription/License: At the beginning of the term – Annually

## Payment Terms: Net 30

**Sentinel Technologies, Inc**

Signature: 

Name: Robert Lenartowicz

Title: Chief Operating Officer

Date: 03/26/2025

**Navajo County**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



# DARKTRACE

## DARKTRACE MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (TOGETHER WITH ALL APPLICABLE PRODUCT ORDER FORM(S), THE “**AGREEMENT**”) GOVERNS THE ACCESS TO, AND USE OF, THE OFFERING (AS DEFINED BELOW) OR ANY PORTION THEREOF BY THE CUSTOMER. BY SELECTING THE “ACCEPT” OPTION, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE OFFERING, OR ENTERING INTO A PRODUCT ORDER FORM THAT REFERENCES THIS AGREEMENT, THE PERSON DOING SO ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT, WHICH CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND DARKTRACE HOLDINGS LIMITED (“**DARKTRACE**”). IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF SUCH PERSON DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN CUSTOMER WILL NOT BE AUTHORIZED TO DOWNLOAD, ACCESS OR USE THE OFFERING OR ANY PORTION THEREOF. THE AGREEMENT BECOMES BINDING ON CUSTOMER ON THE EARLIEST OF THE FOLLOWING DATES: THE DATE THE CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SPECIFIED ON A PRODUCT ORDER FORM OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR OTHERWISE ACCESSES OR USES THE OFFERING. THIS AGREEMENT SHALL REMAIN IN EFFECT SO LONG AS THE CUSTOMER HAS AUTHORIZED ACCESS TO THE OFFERING.

### 1. Definitions.

Certain capitalized terms used in this Agreement have the meanings attributed to them in Section 17.

### 2. Order Process.

Customer may procure the Offering directly from Darktrace or through a Partner pursuant to a Partner Arrangement. Any Offering procured through a Partner is subject to, and Darktrace's obligations and liabilities to Customer are governed by, this Agreement. Only the terms in a Product Order Form (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or Partner purchase order) that has been duly signed by Darktrace and Customer, or by Darktrace and a Partner on behalf of the Customer, will have any force or effect. Product Order Forms are non-cancellable.

### 3. Fees; Payment Terms; Taxes.

- 3.1. Fees and Payment. Customer will pay, as applicable: (i) the fees set forth in the applicable Product Order Form entered into by Customer and Darktrace to Darktrace; or (ii) the fees agreed upon by Customer and the applicable Partner in accordance with the applicable Partner Arrangement to such Partner (as applicable, the “**Fees**”). Where Customer is required to pay Fees to Darktrace, then unless otherwise expressly set forth on the Product Order Form: (a) Fees will be invoiced on an annual basis, at the beginning of each year of the applicable Subscription Period (where a “year” commences on the Commencement Date and each anniversary thereof); (b) Customer will pay the Fees within 30 days after receipt of the applicable invoice by email; and (c) Darktrace reserves the right to increase the Fees payable by the Customer: (i) on 30 days' prior written notice in the sole event that the Cloud Provider increases the charges or fees payable by Darktrace to such Cloud Provider for services necessary for or related to the applicable Offering, provided that any such increase shall be proportionate to the increase charged by the Cloud Provider; (ii) once per year on not less than 60 days' prior written notice, with any such adjustment taking affect from the next anniversary of the Commencement Date; or (iii) if there is any change to the Customer's

# DARKTRACE

network or infrastructure after the Product Order Form is executed, and such change results in a cost to Darktrace, in which case Darktrace shall be entitled to charge such cost to the Customer. Except as otherwise expressly provided in this Agreement, as between Darktrace and Customer, all Fees are non-refundable and non-cancellable.

3.2. Taxes; Late Payment. As between Darktrace and Customer: (i) Fees are exclusive of any applicable taxes, however designated; (ii) Customer will pay all such taxes levied or imposed by reason of Customer's purchase of the Offering and the transactions hereunder; and (iii) Darktrace may impose late charges on overdue payments at a rate equal to 1.5% per month or, if lower, the highest rate permitted by applicable law.

3.3. Withholding Taxes. Should Customer be required under any Applicable Law to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made.

## 4. Offering.

4.1. Evaluation Offering. Darktrace may allow Customer to use the Offering or any part thereof (including parts or features offered for preview or beta testing purposes), on a free-of-charge basis ("**Evaluation Offering**"). This Agreement also applies to access and use of the Evaluation Offering, except as follows: (i) the duration of the evaluation is 4 weeks unless otherwise specified by Darktrace in writing ("**Evaluation Period**") at the end of which period the Customer's right to access and use the Evaluation Offering will automatically terminate; (ii) the Evaluation Offering is provided "AS-IS" without warranty of any kind, and Darktrace disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Offering; and (iii) Customer may use the Evaluation Offering only for evaluation purposes and will not use the Evaluation Offering in a product testing environment.

4.2. Access and Use. Subject to the terms and conditions of this Agreement (including Darktrace's receipt of applicable Fees), Darktrace grants Customer a non-exclusive, non-transferable (except as expressly provided in Section 16.2), non-sublicensable license to access and use the Offering for Customer's and Customer Affiliates' internal business purposes in accordance with this Agreement and the applicable Product Specification (which is hereby incorporated into and forms part of this Agreement) during the applicable Subscription Period. Customer's access and use of the Offering is limited to the Usage Metrics set forth in the applicable Product Order Form, and Customer will be subject to the payment of additional fees if the applicable Usage Metrics are exceeded.

4.3. Product Specification; Customer Dependency. The Product Specification for the Offering includes additional terms and conditions applicable to Customer's access and use of the Offering. Customer will comply with all such terms and conditions, including the obligations and tasks attributed to Customer therein (each, a "**Customer Dependency**"). To the extent that Customer's delay or failure to comply with a Customer Dependency causes Darktrace to breach an obligation, Darktrace will be entitled to an extension of time equivalent to the delay caused by the delay or failure to comply with such Customer Dependency.

4.4. Appliances. Where the Offering includes the Appliance(s), then unless otherwise agreed to in writing between the parties, title to all Appliances (and all components thereof) provided by Darktrace to Customer under this Agreement will always remain with Darktrace. Customer acknowledges and agrees that the Appliances are provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Upon termination of the Subscription Period, Customer will promptly return all Appliances to Darktrace (or to

# DARKTRACE

the applicable Partner) in accordance with Darktrace's (or applicable Partner's) instructions. Customer's use of any Appliance is subject to the applicable Product Specification.

- 4.5. Services. Darktrace will provide to Customer the Services set forth in the Product Order Form. Support Services will be provided in accordance with the Support Terms, which are hereby incorporated into and form part of this Agreement.
- 4.6. Restrictions. Customer will not, with respect to the Offering (or any portion thereof): (i) use the Offering in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Offering, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Offering, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Offering to any third party, or otherwise allow any third party to use the Offering for any purpose (except for Customer Affiliates or Outsource Providers as expressly permitted herein); (v) use the Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws; (vi) interfere with, or disrupt the integrity or performance of, the Offering; (vii) access or search any software component of the Offering (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Offering features provided by Darktrace for use expressly for such purposes; (viii) use the Offering for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Offering or any part thereof; (ix) employ or authorize a Darktrace competitor to use or view the Offering, or to provide management, hosting, or support for the Offering; (x) disclose the contents of Alerts, reports or other output of the Offering to third- parties other than Customer Affiliates or Outsource Providers without Darktrace's prior written consent; (xi) use the Offering to circumvent the security of a third party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; or (xii) cause, encourage or assist any third party to do any of the foregoing.
- 4.7. Customer Affiliates. Customer will ensure that any Affiliate of Customer ("**Customer Affiliate**") using or accessing the Offering, or benefitting from Customer's use of the Offering, complies with this Agreement. Customer is responsible for Customer Affiliates' acts and omissions in connection with their access to, or use of, the Offering.
- 4.8. Open Source Software. Darktrace uses certain open source software in its products. Copies of, or references to, open source software licenses may be set out in a text file, installation file or folder accompanying the open source software.
- 4.9. Ownership. All Software is provided on a subscription access basis, not sold. Subject to the limited rights expressly granted hereunder, Darktrace reserves and, as between the parties will solely own, the Offering and all right, title and interest (including all Intellectual Property Rights) in and to the Offering. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.
- 4.10. Feedback. Darktrace may freely use any feedback, suggestions, comments or the like that

Customer provides to Darktrace with regard to the Offering.



# DARKTRACE

## 5. Outsource Providers and Third-Party Services.

- 5.1. Outsource Providers. If Customer contracts with an Outsource Provider, Customer may permit such Outsource Provider to exercise all or any portion of the rights granted to Customer in Section 4.2 solely on Customer's or the Customer Affiliates' behalf. If Customer permits an Outsource Provider to use or access the Offering on Customer's or a Customer Affiliate's behalf, Customer will make sure all Outsource Providers comply with the terms of this Agreement and Customer will be liable for any breach of this Agreement by an Outsource Provider.
- 5.2. Third-Party Services. Darktrace does not support or guarantee integration with third party technologies or services ("**Third-Party Services**") unless otherwise expressly set out in a Product Order Form or otherwise agreed to by Darktrace in writing. Darktrace: (i) does not provide any aspect of the Third-Party Services; and (ii) is not responsible for any compatibility issues or errors in the Offering or Third-Party Services caused in whole or in part by the Third- Party Services.

## 6. Customer Obligations and Customer Data.

- 6.1. Customer Security Obligation. As between the parties, Customer will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein. Darktrace will not be liable, and Customer will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Customer's credentials, equipment, systems or premises. Customer acknowledges that Darktrace does not provide or undertake backup or maintenance services for Customer Data and Customer will be solely responsible for backup of all Customer Data.
- 6.2. Customer Data. As between Customer and Darktrace, Customer will own all right, title and interest in and to the Customer Data. Customer grants to Darktrace a limited, non-exclusive, worldwide, royalty-free license to host, access and use the Customer Data only: (i) for the purpose of operating and providing the Offering and (ii) as required by Applicable Laws.
- 6.3. Alerts. Darktrace may utilize the metadata associated with Alerts on a deidentified basis to develop and improve the Darktrace Offering.
- 6.4. Representation and Warranties. Customer represents and warrants that: (i) it has obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Customer Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Darktrace's use of Customer Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Customer and any third party.

## 7. Data Protection.

- 7.1. Data Protection Addendum. The parties will comply with their respective obligations set out in the Data Processing Addendum, which is hereby incorporated into and forms part of this Agreement.
- 7.2. Business Associate Agreement. In order to comply with the parties' obligations under the

Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), to the extent applicable to Customer, Customer and Darktrace agree such protected health information will be processed in accordance with the Business Associate Agreement, which is hereby incorporated into and forms part of this Agreement. For the purposes of this Section, Customer

# DARKTRACE

is a “covered entity” as defined pursuant to HIPAA regulations and transmits to Darktrace protected health information which is regulated pursuant to HIPAA during the course of its use of the Offering.

## 8. Confidentiality.

- 8.1. General Obligation. A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This Section 8 will not apply to information which: (i) is known by the recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of the recipient; or (iii) is independently developed by, or for, the recipient.
- 8.2. Permitted Recipient. A recipient of Confidential Information will not: (i) use Confidential Information of the other party, except as needed to fulfill its obligations or exercise its rights under this Agreement; or (ii) disclose Confidential Information of the other party to any third party, except to its or its Affiliates’ employees, agents and contractors who need to know. The recipient is liable for a breach of this Section 8 by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient’s obligations under this Agreement.
- 8.3. Required Disclosures. The recipient may reveal Confidential Information of the other party if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser’s reasonably requested protective actions, at the discloser’s expense.
- 8.4. Return or Destruction. The recipient will return, delete or destroy all Confidential Information of the other party and confirm in writing it has done so within 30 days of the discloser’s written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business, provided, however, that any such retained information will remain subject to this Agreement.

## 9. Warranties.

- 9.1. Software Warranty. Darktrace warrants to Customer during the applicable Subscription Period that: (i) the Software will perform materially in accordance with the applicable Product Specification(s); and (ii) Darktrace adopts customary industry standard practices to prevent the Software, upon download by or delivery to the Customer, from injecting malicious or disabling code that is intended to damage or destroy the Customer’s system or network where the Software is installed (the “**Software Warranty**”). Darktrace will use commercially reasonable efforts to provide a work-around or correct any reported non-conformity with the Software Warranty, and, if Darktrace determines that it is unable to do so in its discretion, Darktrace may terminate Customer’s license to access and use the applicable non-conforming Software and refund to Customer the prepaid Fees prorated for the unused period of the applicable Subscription Period. Customer will promptly report any non-conformity with the Software Warranty to Darktrace in writing. The rights and remedies set forth in this Section will be the Customer’s sole and exclusive remedy and Darktrace’s sole and exclusive liability for any breach of the Software Warranty. The Software Warranty does not apply to Evaluation Offerings.
- 9.2. Service Warranty. Darktrace warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of 30 days from the completion of the Services, and Customer will promptly report any non-conformity with such warranty to Darktrace in writing.

# DARKTRACE

Darktrace will, at its option and expense: (i) use commercially reasonable efforts to re-perform the non-conforming Services; or (ii) refund to Customer the portion of the Fees paid attributable to the non-conforming Services. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the warranty set forth in this Section.

- 9.3. Exclusions. The warranties in Sections 9.1 and 9.2 do not apply if: (i) the Offering has been modified, except by Darktrace; (ii) the Offering has not been installed, used, or maintained in accordance with this Agreement or Product Specification; (iii) the non-conformity occurs due to a failure by the Customer to allow Darktrace or its agents to implement any updates, corrections or modifications to the Software made available to Customer by Darktrace; or (iv) Customer has combined the Offering with other software, services, or products that are not provided by Darktrace or not otherwise specified in the applicable Product Specification, and but for such combination, the breach of warranty would have been avoided.
- 9.4. No Guarantee. CUSTOMER AGREES THAT: (I) DARKTRACE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, REPORT OR DISCOVER ALL OF CUSTOMER'S OR CUSTOMER AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND CUSTOMER AFFILIATES WILL NOT HOLD DARKTRACE RESPONSIBLE THEREFOR; AND (II) THE OFFERING AND SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY ATTACK, EVEN IF FULLY IMPLEMENTED.
- 9.5. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERING IS PROVIDED ON AN "AS IS" BASIS, AND DARKTRACE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE OFFERING OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARKTRACE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DARKTRACE HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE OFFERING WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERING IS NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATION OR HAZARDOUS ENVIRONMENT THAT REQUIRES FAIL-SAFE PERFORMANCE, WHERE THE FAILURE OF THE OFFERING MIGHT RESULT IN OR CAUSE DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. DARKTRACE DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS, INTEGRATIONS OR SERVICES.

## 10. Intellectual Property Rights Infringement Indemnity.

- 10.1. Darktrace's Indemnity. Darktrace will defend any third-party claim against the Customer asserting that Customer's use of the Software in accordance with this Agreement infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Darktrace will indemnify Customer against any damages awarded in any final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the Customer: (i) notifies Darktrace in writing of the IP Claim promptly, and in any event, within 20 days of receiving notice of such IP Claim; (ii) fully cooperates with Darktrace in the defense of the IP Claim; and (iii) grants Darktrace the right to exclusively control the defense and settlement of the IP Claim and any appeal (provided that any settlement by Darktrace must include, as an unconditional term, the claimant's or plaintiff's release of Customer from all liability with respect to the IP Claim). Customer may, at Customer's own expense, participate in the

# DARKTRACE

defense of any IP Claim but Customer will not enter into any settlement or compromise of any such claim without Darktrace's prior written consent.

- 10.2. Remedies. If Darktrace reasonably believes the Software could infringe any third party's patent, copyright or registered trademark, Darktrace may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Software, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue to use the Software. If Darktrace determines that neither alternative is commercially practicable, Darktrace may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer and refunding a prorated portion of the pre-paid, unused Fees paid by Customer corresponding to the unused period of the applicable Subscription Period.
- 10.3. Exclusions. Darktrace will have no obligations under this Section 10 if the IP Claim is based upon or arises out of: (i) any modification to the Software not made by Darktrace; (ii) any combination or use of the Software with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Software after being notified of the infringement claim or after being provided a modified version of the Software by Darktrace at no additional cost that is intended to address such alleged infringement; or (iv) Customer's failure to use the Software in accordance with the terms of this Agreement, including the applicable Product Specification.
- 10.4. Exclusive Remedy. THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 10 WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DARKTRACE'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE OFFERING.

## 11. Limitation of Liability.

- 11.1. Excluded Damages TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, COST OF SUBSTITUTE SERVICES, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE OFFERING, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE APPLICABLE CLAIM OR LIABILITY IS BASED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE.
- 11.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL A PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE OFFERING, EXCEED THE FEES ACTUALLY PAID TO DARKTRACE FOR THE OFFERING GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.
- 11.3. Exclusions. THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 11 DO NOT APPLY TO: (I) DARKTRACE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1; (II) BREACH OF SECTION 4.6 (RESTRICTIONS); (III) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (IV) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

# DARKTRACE

- 11.4. Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN DARKTRACE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

## 12. Term; Suspension and Termination.

- 12.1. Term. This Agreement will remain in effect until all active Subscription Periods have expired or until earlier terminated pursuant to the terms of this Agreement or as otherwise specified herein.
- 12.2. Suspension. Darktrace may immediately suspend Customer's access to, or use of, the Offering if: (i) Darktrace believes that there is a significant threat to the security, integrity, functionality, or availability of the Offering or any content, data, or applications in the Offering; (ii) Customer is in breach of Section 4.6 (Restrictions); (iii) Customer (or the applicable Partner) fails to pay Darktrace when fees are due; or (iv) if required by law (including under a court order); provided, however, Darktrace will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.
- 12.3. Termination. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.4. Effect of Termination. Upon termination of this Agreement for any reason: (i) all Customer's rights to access and use the Offering will terminate; (ii) Customer will promptly cease all use of the Offering and de-install all Software installed on Customer's systems or networks; (iii) where applicable, Customer will ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace (or the applicable Partner) in accordance with Darktrace's (or the applicable Partner's) instructions. Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Appliance; (iv) for a period of 30 days following the termination, Darktrace will maintain Customer Data stored in Darktrace's cloud services and grant Customer access to the cloud services, solely to download and delete any such Customer Data. Thereafter, Darktrace will delete or destroy all copies of Customer Data without liability or additional notice, unless legally prohibited from doing so. Customer Data cannot be received once deleted or destroyed; and (v) all undisputed Fees owing to Darktrace at the date on which termination or expiry takes effect will become immediately due and payable.
- 12.5. Survival. Sections 1, 3, 4.9, 4.10, 6.3, 8, 9.5, 10, 11, 12.4, 12.5, and 13 to 17 will survive expiration or termination of this Agreement for any reason.

## 13. Compliance with Laws.

Each party agrees to comply with Applicable Laws, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer affirms that Customer is not named on, owned by, or acting on behalf of any United Kingdom, U.S. or other applicable government denied-party list, and Customer agrees to comply fully with all relevant export control and sanctions laws and regulations of the United Kingdom, the United States and other applicable jurisdictions ("**Export Laws**") to ensure that neither the Offering, Software, any of Customer Data, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the



# DARKTRACE

Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer shall complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

## 14. U.S. Government End Users.

The Offering (including the Software) was developed solely at private expense and is a “commercial product”, “commercial item”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Offering (including the Software) by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with U.S. federal law and regulations. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with U.S. federal law, Customer will immediately discontinue its use of the Offering (including the Software).

## 15. Governing Law and Dispute Resolution.

Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law defined in the table below and adjudicated: (i) in the Governing Courts defined in the table below, in which case each party consents to the exclusive jurisdiction and venue thereof; or (ii) by final and binding arbitration; in each case, as set forth in the table below. Notwithstanding the foregoing: (a) each party may enforce its or its Affiliates’ Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (b) Darktrace or its Affiliates may bring suit for payment in the country where the Customer is located. Where arbitration applies, it will be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the “ICC”) by three arbitrators in accordance with said Rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, will be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Customer location (as stated in the Product Order Form)	Governing Law	Governing Courts / Arbitration
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of Arizona, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction	The state or federal courts in Phoenix, Arizona
None of the above	The laws of England & Wales	Arbitration at the ICC in London

## 16. General Provisions.

- 16.1. Entire Agreement; Amendments. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a

# DARKTRACE

written document executed by duly authorized representatives of the parties, except that Darktrace may unilaterally modify the Product Specification and Support Terms so long as it does not reduce or materially modify the functionality of the Offering. Unless otherwise specifically agreed to in writing signed by the parties, in the event of any conflict or inconsistency between this Agreement, any Product Order Form or any document incorporated by reference into this Agreement, the order of precedence of the documents from highest to lowest is: (i) the Product Order Form; (ii) this main body of the Agreement; and (iii) the documents incorporated herein by reference solely with respect to the subject matter of such documents, and provided, further, that the Data Processing Addendum will prevail over the Product Order Form, this main body of the Agreement and all other documents solely with respect to its subject matter.

- 16.2. Assignment. Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to: (i) an Affiliate in connection with a corporate reorganization; or (ii) a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 16.3. Compliance. Customer agrees to permit Darktrace, or an independent representative appointed by Darktrace, to verify that Customer's use of the Offering complies with this Agreement. Darktrace will not exercise this right more than once in any 12-month period. If Customer procured the Offering through a Partner, Customer also agrees that Darktrace may request Customer to provide confirmation of the order(s) placed by Customer with the Partner, including copies of agreement(s) between Customer and Partner, provided that all pricing information will be removed from the copies provided to Darktrace.
- 16.3.1 Compliance with Anti-Discrimination Laws. Darktrace agrees that neither it nor any subcontractor it utilizes will discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex or national origin. Darktrace will to the extent such provisions apply, comply with Title IV and Title VII of the Federal Civil Rights Act, the Federal Rehabilitation Act, the Age Discrimination in Employment Act, the Immigration Reform and Control Act of 1986 (IRCA), the Americans with Disabilities Act of 1990, and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.
- 16.3.2. Cancellation for Conflict of Interest. This Agreement may be cancelled by the Customer pursuant to A.R.S. § 38-511 within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the Customer is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Cancellation by the Customer pursuant to this provision shall be effective when written notice from Customer is received by all other parties to the Agreement unless the notice specifies a later time.
- 16.3.3. Immigration Law Compliance. Darktrace warrants that it, and any subcontractors it utilizes, will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the Agreement, and the parties shall have the right to terminate the Agreement for such a breach, in addition to any other applicable remedies. Customer retains the legal right to inspect the papers of each

# DARKTRACE

contractor, subcontractor or employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with State and Federal Immigration Laws.

- 16.3.4 Prohibition of Boycott of Israel. Darktrace certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the Customer up to and including termination of the Agreement.
- 16.3.5 Written Certification Pursuant to A.R.S. §35-394. Pursuant to A.R.S. § 35-394, Darktrace certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Darktrace further acknowledges and agrees that (1) if Darktrace becomes aware during the term of this Agreement that it is not in compliance with this certification that Darktrace will notify the Customer within five (5) business days after becoming aware of the noncompliance; and (2) if Darktrace does not provide the Customer with a written certification that Darktrace has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The Customer retains the legal right to inspect the records of Darktrace and all subcontractors to ensure compliance with this certification for the duration of this Agreement.
- 16.4. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 8 (Confidentiality) or, in the case of Customer, Section 4.6 (Restrictions), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 16.5. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- 16.6. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the parties and their respective successors and assigns.
- 16.7. Waiver; Severability. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental



# DARKTRACE

intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

- 16.8. Force Majeure. Other than in respect of Customer's payment obligations, neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. The party experiencing a force majeure event will use commercially reasonable efforts to provide notice of such to the other party. During the continuation of a force majeure event, the non-performing party will use commercially reasonable efforts to overcome the force majeure event and, to the extent it is able, continue to perform its obligations under this Agreement.
- 16.9. Notices. Any notice will be delivered by hand, recorded delivery, registered post or email with satisfactory proof of such delivery to be retained by sender. Notices will only become effective on the actual date that the notice is received. Any notices required to be given in writing to Darktrace will be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom. Email notices to [notices@darktrace.com](mailto:notices@darktrace.com).

## 17. Definitions.

When used in this Agreement, terms defined in this Section 17 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

"Affiliate" means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity.

"Alerts" means alerts of suspected malicious activity on a Customer's environment generated by the Offering.

"Appliance(s)" means hardware device(s) (including embedded firmware) shipped by Darktrace to Customer and as more fully described on the Product Order Form.

"Applicable Laws" means all international, domestic and local laws, ordinances, regulations and orders applicable to a party's performance under this Agreement.

"Business Associate Agreement" means the document titled Darktrace Business Associate Agreement available at <https://darktrace.com/legal/business-associate-agreement>.

"Cloud Provider" means Microsoft Azure, Amazon Web Services, Google Cloud Platform, as specified on the Product Order Form.

"Commencement Date" means the date specified in a Product Order Form on which Darktrace

shall commence providing the Offering to Customer.

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing

# DARKTRACE

policies, product information, strategies, developments, trade secrets, intellectual property, materials, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and know-how of a party, and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), and information that ought reasonably be considered to be confidential given its nature or circumstance of disclosure, but in all circumstances excludes any Personal Data.

"Customer" means the party using or accessing the Offering, or any portion thereof, in each case, pursuant to the terms of this Agreement.

"Customer Data" means: (i) all data and information submitted into, or stored in, the Appliance or Software by Customer, or otherwise provided by Customer to, or accessible by, Darktrace in connection with this Agreement (which may include information about network traffic on Customer's network (metrics), log/metadata collection, as well as the raw packet capture data from Customer's network); and (ii) the contents of all Alerts; but, in case of (i) and (ii), excluding any information or data owned or controlled by Darktrace and made available through or in connection with the Offering.

"Data Processing Addendum" means the document titled Data Processing Addendum available at <https://darktrace.com/legal/data-processing-addendum>.

"Installation Service" means installation and test procedures performed by Darktrace to confirm completion of the installation of the Appliance on the applicable site.

- 14 "Intellectual Property Rights" means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world.

"Offering" means, collectively, the Appliance(s), Software and Services (or any combination thereof).

"Outsource Provider" means any third-party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions appointed or engaged by or on behalf of Customer.

"Partner" means an authorized reseller of Darktrace.

"Partner Arrangement" means a separate agreement between Customer and a Partner.

"Personal Data" has the meaning given to it in the Data Processing Addendum.

"Product Order Form" means any order form, purchase order or other ordering document agreed to or accepted by Darktrace, or Darktrace and a Partner where applicable, that identifies the Offering purchased by Customer, or an Evaluation Offering, the Offering quantity based on Darktrace's applicable usage metrics, price, and Subscription Period.

"Product Specification" means the technical and user manuals and guides for the Offering available at <https://darktrace.com/legal/product-specific-terms> and at <https://darktrace.com/legal/product-specifications-and-service-definitions>, as updated by Darktrace from time to time.

# DARKTRACE

"Services" means the Installation Service and the Support Services.

"Support Services" means support services for the Offering performed by Darktrace in accordance with the Support Terms.

"Support Terms" means Darktrace's support services terms and conditions available at <https://darktrace.com/legal/darktrace-support-services>, as may be updated by Darktrace from time to time.

"Software" means the Darktrace's software (in object code form) delivered to Customer on a standalone basis or as installed in the Appliance (including pursuant to an applicable Product Order Form), as more fully described on the applicable Product Specification, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace.

"Subscription Period" means the period during which Darktrace shall make available the Offering to Customer as set forth in the applicable Product Order Form.

"Usage Metrics" means the limits, metrics or other measurements or conditions of permitted usage of the Offering, as set out in the applicable Product Order Form.

For Customer:

Signed by:  
  
Signed: A1245AB9A5BB456...

Signatory Name: Bryan Layton

Title: County Manager

Date: Mar 26, 2025

For Darktrace:

DocuSigned by:  
  
Signed: 8F32C03BC2E543C...

Signatory Name: michael boyd

Title: Associate General Counsel

Date: Mar 24, 2025

**Board of Supervisors Regular****1. c.****Meeting Date:** 04/08/2025**Title:** 2026 TCPF Court Field Trainer Grant Application**Submitted For:** Lu Ann Garbini, Court Administrator**Submitted By:** Lu Ann Garbini, Court Administrator**Department:** Superior Court

---

**Motion before the Board:**

FY 2026 TCPF Court Field Trainer Grant Application

**Background:**

The Court Field Trainer provides essential business processing, system support and on-site training for all Navajo County Courts.

The Field Trainer ensures compliance with Supreme Court Judicial Employee Training Requirements.

The funding sources for this position are from the Court's Fill the Gap Funds, Local Judicial Collections Enhancement Funds and the TCPF Grant.

No General Funds are required.

---

**Fiscal Impact****Fiscal Year:** FY2026**Budgeted Y/N:** Y**Amount Requested:** 0**Fiscal Impact:**

No General Funds Requested.

---

**Attachments**

Grant Application

---

**Form Review****Inbox**

Court Administrator (Originator)

Form Started By: Lu Ann Garbini

Final Approval Date: 03/15/2025

**Reviewed By**

Lu Ann Garbini

**Date**

03/15/2025 11:51 AM

Started On: 03/15/2025 11:21 AM

AZTEC FIELD TRAINER GRANT APPLICATION			
A. Applicant Information			
1. Court Name: NAVAJO COUNTY COURTS			
2. Contact Person: LuAnn Garbini		3. Title: Court Administrator	
4. Address (Street, City, State, Zip) : PO BOX 668 / 100 E CODE TALKER DR., HOLBROOK, AZ 86025			
5. Phone: 928-524-4366	6. Fax: 928-524-4325	7. E-mail Address: lgarbini@courts.az.gov	
8. Hiring Date: 08/03/2020		FY2021 Funding Application 07/1/2024 - 06/30/2025	
B. Budget Information			
Expenditure Detail	Actual Cost	Requested New Funding	Previous Reverted Monies
9. Salary	\$52,046		\$0
10. ERE	\$21,555		\$0
11. Other*			
12. TOTAL	\$73,601	\$0	\$0

C. Funding Source				
Committed Funding		Funding Source	Local balance	Name of Court
39,251		Local FTG		Superior Court
25,000		TCPF Court Trainer State Funds		Navajo County
550		MFTG		Holbrook Municipal
550		Local JCEF		Winslow Municipal
550		MFTG		Show Low Municipal
550		Local JCEF		Pinetop-Lakeside Municipal
1,100		Local JCEF		Holbrook Justice Court
1,100		Local JCEF		Winslow Justice Court
1,100		Local JCEF		Snowflake Justice Court
1,100		Local JCEF		Show Low Justice Court
1,100		Local JCEF		Pinetop-Lakeside Justice Court
550		Local JCEF/Additional Assmt		Kayenta Justice Court
1,100		Local JCEF		Clerk of the Superior Court
TOTAL	\$ 73,601	TOTAL	\$ -	
Please Note: Funding is contingent upon the availability of state funds and the continued annual approval of funding for the field trainer program by the COT.				

D. Signature Approval			
I certify that this request for funding has been discussed with administrative staff and judicial officers in the county. Funding awarded will be used for salary and ERE of the field trainer who will provide case management training and support to the local superior, justice and municipal courts.			
Presiding Judge		Field Trainer Supervisor	
Date		Date	
MICHALA RUECHEL		LUANN GARBINI	
Please Print Name		Please Print Name	
Clerk of the Superior Court		Chair, Board of Supervisors	
Date		Date	
(If Required)			
MICHAEL SAMPLE		JASON WHITING	
Please Print Name		Please Print Name	

E. Signature Approval from Participating Courts			
I certify that this request for funding has been reviewed. Funding awarded will be used towards the remaining budget of the field trainer who will provide AJACS case management training and support to the local superior, justice and municipal courts; to improve court automation and case processing.			
Justice of the Peace/Magistrate		Justice of the Peace/Magistrate	
Date		Date	
KRISTA WILKINSON		BJ LITTLE	
Please Print Name		Please Print Name	
Holbrook Justice/Municipal Court		Winslow Justice/Municipal Court	
Justice of the Peace/Magistrate		Justice of the Peace/Magistrate	
Date		Date	
LEWIS HUNTER		SCOTT TIPTON	
Please Print Name		Please Print Name	
Snowflake Justice Court		Show Low Justice/Municipal Court	
Justice of the Peace		Justice of the Peace/Magistrate	
Date		Date	
ROBERT HIGGINS		SUSIE NELSON	
Please Print Name		Please Print Name	
Pinetop Lakeside Justice/Municipal Court		Kayenta Justice/Municipal Court	

**Board of Supervisors Regular****1. d.****Meeting Date:** 04/08/2025**Title:** FY2026 Court FILL the GAP Funding Application**Submitted For:** Lu Ann Garbini, Court Administrator**Submitted By:** Lu Ann Garbini, Court Administrator**Department:** Superior Court

---

**Motion before the Board:**

FY2026 Court FILL the GAP Funding Application

**Background:**

Pursuant to Arizona Revised Statute §12-102.02, the FILL the GAP initiative is to improve criminal case processing. The court annually submits an application to utilize court funds for this initiative.

---

**Fiscal Impact****Fiscal Year:** FY2026**Budgeted Y/N:** Y**Amount Requested:****Fiscal Impact:**

State and local court funding only. No general funds requested.

---

**Attachments**

FTG Application

---

**Form Review****Inbox**

Court Administrator (Originator)

Form Started By: Lu Ann Garbini

Final Approval Date: 03/15/2025

**Reviewed By**

Lu Ann Garbini

**Date**

03/15/2025 12:51 PM

Started On: 03/15/2025 12:40 PM



FILL THE GAP (FTG) APPLICATION

A. Applicant Information

1. Court Name:

NAVAJO COUNTY COURTS

2. Contact Person:

LuAnn Garbini

3. Title:

Court Administrator

4. Address:

PO Box 668 / 100 E Code Talkers Drive, Holbrook AZ 86025

928-524-4366

7. E-mail Address:

lgarbini@courts.az.gov

B. Budget Information

8. Project Title:

FY26 FTG Project

9. Begin Date:

07/01/25

End Date:

06/30/26

Amount State FTG Requested:

Amount Local FTG Requested:

Local Balance:

10. \*Amount estimated - requesting full amount of allocation

\$ 166,881

(as of 05/15/2024)

11. Other Active Approved Grants for FTG (State \$ Amount):

\$N/A

12. New Request

Continue Project – time & \$

Continue Project – additional staff

GPT #GPT#2109FTG001

C. Project Information

13. DESCRIPTION of Project Plan and expected outcomes .

The Superior Court caseflow manager reviews and provides the judges with caseflow management reports which provide pertinent information about case aging, disposition rates, and time to disposition. The caseflow manager monitors the timely processing of cases. Works with the Clerk's Office and judicial assistants to ensure uniform docket entries to improve the overall quality and accuracy of court records and case management procedures to include criminal case processing.

The Field Trainer provides county-wide training to Superior and Justice Courts. This position supports the courts with ensuring the adopted time standards reports are produced, and also trains the courts to identify any errors or discrepancies within the reports so they can be addressed prior to submitting them to the AOC. This position trains effective criminal case processing.

The deputy court administrator provides the Justice Courts with caseflow management services including quality management, training and information to help ensure that the data contained in the automated CMS is accurate. In addition to case management assistance to include criminal case processing, the deputy assists with court budgets, grants and other administrative duties.

Superior Court Judge Pro Tempore coverage for conflict matters ensure cases proceed, including criminal cases, with a limited number of continuances and assists in keeping cases within established time standards. Funding for travel/training expenses are necessary to meet educational requirements of the judges and judicial employees and promotes their professional development in the administration of justice.

Cell. phone stipends for real time assistance to courts throughout the county.

15. List the project's performance measures.

Percent of felony cases disposed of within 90 days (60%), 180 days (85%), and 365 (96%).

Disposition rate of felony cases FY24 vs. FY25.

Clearance Rate, Time to Disposition, and Age of Active Pending.

Proof of cost of pro tempore coverage.

Proof of cost of train/travel expenses.

Proof of cost of cell. stipends

D. Budget (Superior Court)

Personnel

Professional Services

Other Operating

Office Equipment - ACAP Charge Back

Total

\$

\$

\$

\$

\$

116,203

-

4,100

120,303

E. Budget (Clerk of the Court)

Personnel

Professional Services

Travel/Training

Other Operating

Office Equipment

Computer Equipment

Total

\$

\$

\$

\$

\$

\$

\$

-

-

-

-

-

-

-

F. Budget (Justice Court)

Personnel

Professional Services

Travel/Training

Other Operating

Office Equipment - ACAP Charge Back

Computer Equipment

Total

\$

\$

\$

46,578

-

46,578

G. Personnel Expenditure Detail

Superior Court		
Number of Positions	Position Description (use additional sheets if necessary)	Salary amount (Include ERE)
1	Caseflow Manager	\$ 69,452
0.50	Court Trainer/TCPF Grant Funding - Court Training	\$ 39,251
Various	Superior Court Judge Pro Tempore	\$ 7,500
Total		\$ 116,203

Clerk of the Court		
Number of Positions	Position Description (use additional sheets if necessary)	Salary amount (Include ERE)
Total		\$ -

Justice Court		
Number of Positions	Position Description (use additional sheets if necessary)	Salary amount (Include ERE)
0.5	Deputy Court Administrator	\$ 46,578
Total		\$ 46,578

H. Equipment/Furniture/Other Operating Detail

Superior Court		
Type of Equipment/Furniture/Other Operating		Amount
	Training & Travel expenses	\$ 3,500
	Office Supplies	
	Cellular phone stipend for Field Trainer/Deputy CA	\$ 600
Total		\$ 4,100

Clerk of the Court		
Type of Equipment/Furniture/Other Operating		Amount
Total		\$ -

Justice Court		
Type of Equipment/Furniture/Other Operating		Amount
Total		\$ -

I. Signature of Submitting Parties

X Agree

X Agree

Presiding Judge, Superior Court

Date

Chairman, Board of Supervisors

Date

Michala Ruechel

Please Print Name

Jason Whiting

Please Print Name

X Agree

X Agree

Clerk of the Superior Court

Date

Presiding Justice of the Peace

Date

Michael Sample

Please Print Name

BJ Little

Please Print Name

Return Complete Application and Send To:

amariani@courts.az.gov

Annette Mariani, Grants Specialist

Court Services Division

Administrative Office of the Courts

1501 W. Washington, Suite 410

Phoenix, AZ 85007

**Board of Supervisors Regular****1. e.****Meeting Date:** 04/08/2025**Title:** FY2026 Re-Appointment of Michael Penrod and Steven Williams as Judges Pro Tempore**Submitted For:** Lu Ann Garbini, Court Administrator**Submitted By:** Lu Ann Garbini, Court Administrator**Department:** Superior Court

---

**Motion before the Board:**

FY2026 Re-Appointment of Michael Penrod and Steven Williams as Judges Pro Tempore to serve in the Superior Court for a term beginning July 1, 2025, to June 30, 2026

**Background:**

Pursuant to Arizona Revised Statute §12-141, upon request of the presiding judge of the superior court in any county the chief justice of the state supreme court may appoint judges pro tempore of the superior court for such county in the manner provided by this article and subject to the approval of the board of supervisors of the county.

---

**Fiscal Impact****Fiscal Year:** FY2026**Budgeted Y/N:** Y**Amount Requested:****Fiscal Impact:**

Michael Penrod is included in the FY2026 budget request.  
Steven Williams to serve for no compensation.

---

**Attachments**

Williams

Penrod

---

**Form Review****Inbox**

Court Administrator (Originator)

Form Started By: Lu Ann Garbini

Final Approval Date: 03/15/2025

**Reviewed By**

Lu Ann Garbini

**Date**

03/15/2025 12:05 PM

Started On: 03/15/2025 11:52 AM





**SUPERIOR COURT of the STATE OF ARIZONA**

COUNTY OF NAVAJO

Dale P. Nielson, Presiding Judge



December 9, 2024

Chief Justice Ann A. Scott Timmer  
Arizona Supreme Court  
1501 W. Washington  
Phoenix, AZ 85007-3231

Chief Justice Ann A. Scott Timmer,

I am respectfully requesting the re-appointment of The Honorable Steven Williams of Division One of the Arizona Court of Appeals, as Superior Court Judge Pro Tempore for Navajo County beginning July 1, 2025, and ending June 30, 2026.

Steven Williams meets the qualifications for appointment as required in A.R.S. §12-142.

The Board of Supervisors approval for re-appointment will be forthcoming.

Appointment is conditioned upon the agreement by Judge Williams to serve in the Navajo County Superior Court for matters designated and to do so for no additional compensation or benefits, fiscal or otherwise.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale P. Nielson".

Dale P. Nielson  
Presiding Judge

IN THE SUPREME COURT OF THE STATE OF ARIZONA

---

In the Matter of: )  
)  
APPOINTMENT OF A JUDGE PRO )  
TEMPORE TO THE SUPERIOR COURT )  
OF THE STATE OF ARIZONA IN AND )  
FOR THE COUNTY OF NAVAJO )  
\_\_\_\_\_ )

PRO TEMPORE ORDER  
No. 2024 - 29

The presiding judge of the Superior Court of Arizona in Navajo County has requested the appointment of a judge pro tempore to assist that court with the processing of cases. Therefore, pursuant to Ariz. Const. Art. VI, § 31 and A.R.S. § 12-141 et seq.,

IT IS ORDERED that Steven Williams, State Bar # 002841, be appointed as a judge pro tempore to serve the Superior Court in Navajo County for a term beginning July 1, 2024, and ending June 30, 2025.

IT IS FURTHER ORDERED that the appointee shall perform judicial duties authorized by A.R.S. § 12-144 as assigned by the presiding judge. This appointment is conditioned upon the approval of the Navajo County Board of Supervisors pursuant to A.R.S. § 12-141, and upon the agreement by the appointee to serve without compensation or benefits, as provided in A.R.S. § 12-142(C).

IT IS FURTHER ORDERED that the appointee may perform duties of a judge authorized by A.R.S. § 25-121 et seq. and A.R.S. § 12-2222 without specific assignment by the presiding judge and subject to agreement by the appointee to perform these duties without public compensation or benefits.

DATED this 11th day of June, 2024.

---

ROBERT BRUTINEL  
Chief Justice



**SUPERIOR COURT of the STATE OF ARIZONA**

COUNTY OF NAVAJO

Dale P. Nielson, Presiding Judge



December 3rd, 2024

Chief Justice Ann A. Scott Timmer  
Arizona Supreme Court  
1501 W. Washington  
Phoenix, AZ 85007-3231

Chief Justice Ann A. Scott Timmer,

I am respectfully requesting re-appointment of Michael Penrod, ASB# 027257 as Superior Court Judge Pro Tempore beginning July 1, 2025, and ending June 30, 2026.

Michael Penrod meets the qualifications for appointment as required in A.R.S. §12-142. He will perform Pro Tempore duties in addition to serving as our IV-D Family Law Commissioner.

The Board of Supervisors approval for appointment will be forthcoming.

Funding for this position is derived through Navajo County general funds and IV-D Family Law funding for the commissioner role.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale P. Nielson".

Dale P. Nielson  
Presiding Judge



**Board of Supervisors Regular****1. f.****Meeting Date:** 04/08/2025**Title:** Donation Agreement between Towns of Snowflake and Taylor and Navajo County**Submitted For:** Jason Cash, Chief Probation Officer**Submitted By:** Laura Mudge, Chief Financial Officer**Department:** Probation

---

**Motion before the Board:**

Donation Agreement between the Towns of Snowflake and Taylor, and Navajo County for the Navajo County Probation Department to take over ownership of police dog Zues due to the phase out of the Police Department's K9 unit

**Background:**

The town's joint police department is phasing out its K-9 program and seeking a new home for the dog. The County's Probation Department has a need for the dog and is able to properly care for and house the dog. The towns desire to transfer ownership of the Dog to the County, and the County desires to accept full ownership and responsibility of the dog.

---

**Fiscal Impact****Fiscal Year:** FY25**Budgeted Y/N:** Y**Amount Requested:** 0.00**Fiscal Impact:**

---

**Attachments**

DonationAgreement

---

**Form Review****Inbox**

Brandt Clark

Form Started By: Laura Mudge

Final Approval Date: 04/01/2025

**Reviewed By**

Brandt Clark

**Date**

03/24/2025 10:40 AM

Started On: 03/22/2025 09:24 AM

**DONATION AGREEMENT  
BETWEEN THE TOWNS OF SNOWFLAKE AND TAYLOR  
AND  
NAVAJO COUNTY**

THIS DONATION AGREEMENT (“Agreement”) between the TOWN OF SNOWFLAKE and the TOWN OF TAYLOR, both Arizona municipal corporations (“Snowflake” and “Taylor” individually, and the “Towns” collectively), and NAVAJO COUNTY, a political subdivision of the State of Arizona (“County”), (collectively, the “Parties”), is hereby entered into and shall be effective on the last signature date set forth below.

**RECITALS**

WHEREAS, the Towns’ joint police department is currently in possession of and lawfully owns a police dog, or K-9 (hereinafter the “Dog”), that is identified as follows:

- Dog Name: Zeus
- Breed: Belgian Malinois
- Age: 3 years old
- Gender: Male
- Color/Markings: Brindle
- Microchip/Identification Number: NONE

WHEREAS, the Town’s joint police department is phasing out its K-9 program and seeking a new home for the Dog;

WHEREAS, the County’s Probation Department has a need for the Dog and is able to properly care for and house the Dog;

WHEREAS, the Towns desire to transfer ownership of the Dog to the County, and the County desires to accept full ownership and responsibility of the Dog.

**AGREEMENT**

THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Towns agree to donate the Dog to the County subject to the terms and conditions contained herein.

2. As of the last signature date set forth below (the “Effective Date”), the County accepts the transfer of ownership of the Dog and acknowledges that the Towns are transferring ownership of the Dog to the County in an “as is” condition with all faults, and without warranties of any kind including, without limitation, implied warranties, warranties of merchantability or

fitness for a particular purpose, and warranties of any kind as to the Dog's current or future use or condition.

3. In consideration for the donation of the Dog, the County agrees to assume all risks and responsibilities in connection with the ownership, possession, custody, control, use, maintenance and/or transfer and subsequent use of the Dog, and releases the Towns, their officials, officers, agents, and employees from any and all liability for any harm, injury, or damage that may occur in connection with the County's ownership, possession, use, maintenance and/or transfer and subsequent use of the Dog, whether caused by negligence or otherwise.

4. In consideration for the donation of the Dog, the County agrees to indemnify, defend, and hold harmless the Towns, their officials, officers, agents, and employees for and from any and all claims of any kind or nature, including but not limited to claims brought by a third party, for injury to any person or damage to property that occurs from the Dog or as a result of the County's ownership, possession, use, and/or maintenance of the Dog.

5. The Parties agree and acknowledge that the transfer and receipt of the donated Dog does not violate any applicable law and that the Parties have obtained all necessary approvals.

6. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of Arizona, without regard to choice of law or conflict of laws principles. Any action arising out of this Agreement shall be commenced and maintained in the Maricopa County Superior Court, State of Arizona.

7. This document sets forth the full and complete Agreement between the Parties regarding this matter.

NOW THEREFORE, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives, who represent and warrant that they are so authorized.

**[Signatures on Following Page]**



**TOWN OF SNOWFLAKE**

By: Byron Lewis  
Byron Lewis  
Town Mayor

2-4-2025  
Dated

ATTEST:

Kate Mck  
Town Clerk

APPROVED AS TO FORM

William J. Sime  
Town Attorney

**NAVAJO COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Chairman, Board of Supervisors

\_\_\_\_\_  
Dated

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney



## Board of Supervisors Regular

1. g.

**Meeting Date:** 04/08/2025

**Title:** License Agreement between Cellular One dba Smith Bagley Inc and Navajo County Sheriff's Office

**Submitted For:** David Clouse, Sheriff

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

**Department:** Sheriff

---

### Motion before the Board:

License agreement between Cellular One of North East Arizona, a division of Smith Bagley, Inc. dba, and Navajo County Sheriff's Department (Office) for the Adamana tower and property

### Background:

The Navajo County Sheriff's Office and Cellular One/Smith Bagley wish to enter into a 5-year lease agreement for use of the Adamana tower located at 9978 Old U.S. Hwy 66 for the installation and upgrade of its radio systems. Commencement of this agreement will be 90 days from full execution or upon issuance of a Notice to Proceed, whichever occurs first, with a renewal option of up to 4 additional and successive terms of 5 years each. The annual license fee for the use of the tower and property is \$2,000, plus any sales, use, gross receipts or any other tax.

---

### Fiscal Impact

**Fiscal Year:** FY25

**Budgeted Y/N:** N

**Amount Requested:** \$2,000

#### Fiscal Impact:

The annual license fee for the Adamana site is \$2,000 which can be absorbed into the general fund of the Navajo County Sheriff's Office.

---

### Attachments

Adamana License Agreement

---

### Form Review

#### Inbox

Brandt Clark  
Kimberly Willis (Originator)  
Kimberly Willis (Originator)  
Brandt Clark  
Brandt Clark  
Kimberly Willis (Originator)  
Form Started By: Kimberley Willis  
Final Approval Date: 03/28/2025

#### Reviewed By

Kimberley Willis  
Kimberley Willis  
  
Brandt Clark  
Brandt Clark  
Kimberley Willis

#### Date

03/26/2025 08:50 AM  
03/28/2025 09:17 AM  
03/28/2025 09:18 AM  
03/28/2025 09:25 AM  
03/28/2025 09:25 AM  
03/28/2025 09:26 AM  
Started On: 03/25/2025 09:13 AM

# LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as “**Agreement**”) is dated for reference purposes as of the last signature date below and is entered into by and between **Cellular One of North East Arizona, a division of Smith Bagley, Inc.**, a District of Columbia corporation, with offices at 1500 S. White Mountain Road Suite 103, Show Low, Arizona 85901 (hereinafter referred to as “**Licensor**”) and, **Navajo County**, a political subdivision of the state of Arizona, with offices at P.O. Box 668, State Hwy 77, Holbrook, Arizona, 86025 (hereinafter referred to as “**Licensee**”). Licensor and Licensee are also referred to herein collectively as “**Parties**” or individually as “**Party**”.

## 1. GRANTS.

- A. Licensor represents and warrants that: (i) it presently owns or controls that certain communications tower (“**Tower**”) and has or is pursuing rights to ground space, together with all rights and privileges arising in connection therewith, located at 9978 Old U.S. Hwy 66, Adamana, Arizona 86028 and more particularly described in **Exhibit “A”** (collectively, the “**Property**”) and (ii) it has the right to grant to Licensee the rights and privileges granted herein related to the Tower and the Property.
- B. Following the full execution of this Agreement, but prior to the Commencement Date, as that term is defined in Section 3 below, Licensee shall have the right to perform the following due diligence at the Property provided it has first shown proof to Licensor of compliance with the insurance requirements set forth in Section 14 below. Licensor agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits or authorizations required for Licensee's use of the Licensed Premises from all applicable government and/or regulatory entities and Licensor agrees to cooperate with and to allow Licensee, at no cost to Licensor, to obtain a title report, zoning approvals and variances, land-use permits, and Licensor expressly grants to Licensee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Licensee's use of the Licensed Premises will be compatible with Licensee's engineering specifications, system design, operations and governmental approvals.
- C. Commencing upon the Commencement Date and subject to the terms and conditions set forth herein, and to the extent of Licensor's rights and interest in the Property Licensor hereby grants Licensee a license to use and occupy a portion of the Property: (i) to install, maintain, operate, improve, repair, replace and remove radio communications equipment and appurtenances at the locations on the ground and on the Tower as described in **Exhibit “B”** (the “**Lease Exhibits**”), (ii) for the installation, maintenance, operation, modification, repair, replacement and removal of the equipment as more particularly described in **Exhibit “C”** (the “**Approved Equipment**”), and (iii) for non-exclusive rights of ingress and egress and for the installation and transmission of utilities (collectively, the spaces described in (i), (ii) and (iii) are hereinafter referred to as the “**Licensed Premises**”). Licensor shall continue to have the right to occupy the Property and the Tower and to grant others rights to occupy or utilize the Property and the Tower at Licensor's sole discretion, provided such other users do not encroach on the Licensed Premises and do not adversely affect Licensee's use thereof or violate the rights and privileges granted to Licensee herein.

- D. Any equipment, personal property, improvements, alterations, or fixtures installed on the Licensed Premises by Licensee, other than structural improvements to the Tower (the “**Equipment**” or the “**Communications Equipment**”), that remain upon the Licensed Premises more than ninety (90) days after the termination of this Agreement and notice to Licensee shall become the property of Licensor. Licensee may install Equipment as listed on **Exhibit “C”**, or as Licensor may otherwise approve in writing. Further, Licensee may make such structural improvements as may be required for the permitted use of such Equipment under this Agreement. Any such structural improvements to the Tower shall become property of Licensor upon installation. Any personal property owned by Licensee, whether or not fixed or attached to the Licensed Premises or Tower, shall remain the property of Licensee prior to termination of this Agreement.

## **2. PRIMARY AGREEMENT.**

- A. This Agreement is subject to all terms and conditions of that certain lease agreement (“**Primary Lease**”), incorporated herein as **Exhibit “D”**, between Copper Vista Land Co., LLC and Cellular One of North East Arizona, a division of Smith Bagley, Inc., dated December 12, 2024 and any other agreements relating to the property or rights or interests there in during the term of this Agreement, and Licensee obtaining and maintaining all Permits (as defined herein). Licensee shall not cause or commit or permit to be committed by its contractors or agents any act or omission which shall violate any term or condition of the Primary Lease or any other agreement relating to the Property.
- B. Notwithstanding any other provision of this Agreement to the contrary, in the event of the termination of Licensor’s interest in the Property or under the Primary Lease for any reason, then this Agreement shall concurrently terminate, Licensee shall immediately remove its Equipment and vacate the Property, and Licensee shall have no cause of action or claim against Licensor), and Licensee's rights hereunder shall terminate and be forever waived as of the date of termination of the Primary Lease. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims, demands, actions, suites, damages, or orders (and all costs and expenses incidental thereto, including attorney’s fees) by Navajo County, or any other third party or other entity with rights, interests, or governance authority related to the Property, arising from the installation, use, maintenance, repair or removal of the Communications Equipment, the use or occupancy of the Licensed Property, or Property, or any other activity on or about the Licensed Premises or Property, or due to the existence or the breach of this Agreement.

## **3. TERM.**

- A. The initial term (“**Initial Term**”) of this Agreement shall be for a period of **five (5) years** and shall commence ninety (90) days from full execution of this Agreement, or upon the issuance of a Notice To Proceed (“**NTP**”), whichever occurs first (“**Commencement Date**”), and shall expire at midnight on the fifth (5<sup>th</sup>) anniversary of the Commencement Date.
- B. Provided Primary Lease is in effect, Licensee is not in default beyond any applicable cure periods, and Licensor has exercised its right to extend the Primary Lease and has not notified Licensee of its intent not to renew the Primary Lease, Licensee shall have the right to extend this Agreement for up to **four (4)** additional and successive terms of **five (5)**

years each (a “**Renewal Term**”) on the same terms and conditions as set forth in this Agreement except that all Rent amount shall be specified in Section 4 below. Each Renewal Term shall be automatically exercised unless Licensee notifies Licensor of its intention not to renew the Agreement within ninety (90) days of the expiration of the Initial Term or applicable Renewal Term. All notices of Licensee’s intent not to renew must be sent in writing according to the provisions of Section 16 of this Agreement.

- C. Licensee agrees that if Licensee remains in possession of the Licensed Premises after the expiration of the Initial Term or any Renewal Term of this Agreement, without exercising its right to renew, Licensee shall be deemed to be occupying the Licensed Premises as a subtenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Agreement.

#### **4. LICENSE FEE AND ADDITIONAL PAYMENTS.**

- A. Licensee shall pay to Licensor as a License Fee, an amount equal to **Two Thousand Dollars and no Cents (\$2,000.00)** annually plus any sales, use, gross receipts or any other tax (“**License Fee**”) Licensor agrees to provide Licensee with an executed W9 form. The License Fee shall be payable on or before the fifth (5<sup>th</sup>) day of the annual anniversary of this Agreement in advance at Licensor's address specified in Section 16 below. If the term commences other than on the first day of the month, the License Fee shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. If this Agreement is terminated on a day other than on the last day of a month, then the License Fee shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Licensee, all prepaid License Fees shall be refunded to Licensee. At the beginning of each annual anniversary of this Agreement, the License Fee amount shall increase by two percent (2%) over the License Fee which was in effect during the previous one-year time period. Licensor's failure to timely demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.
- B. If the License Fee is not paid by the tenth (10<sup>th</sup>) day following Licensee’s receipt of written notice from Licensor of Licensee’s failure to pay the License Fee as required above, Licensee shall pay an additional daily payment of Twenty-Five and 00/100 Dollars (\$25.00) for each day the payment remains delinquent. This late charge is not a waiver of Licensor's right to declare this Agreement in default of the License Fee not made when due.
- C. Beginning with the commencement of the Initial Term, Licensee shall pay all sums or money, charges, or other amounts required to be paid by Licensee, whether to Licensor or another entity, which shall be payments in addition to the License Fee (“**Additional Payment**”). Non-payment of any Additional Payment within the applicable cure period shall constitute a default under this Agreement to the same extent as would non-payment of the License Fee. Licensee shall pay all sales or use taxes applicable to the License Fee or as a direct result of the Licensee’s Equipment being located on, in or at the Licensed Premises.

5. **PERMITTED USE.**

- A. The Licensed Premises may be used by Licensee, to install, maintain, operate, improve, repair, replace and remove Licensee's wireless antenna equipment, at Licensee's expense, on Licensor's Tower on within the Licensed Premises ("**Permitted Use**"). Licensee shall be permitted to use the radio frequencies authorized for its use by the Federal Communications Commission, as listed on **Exhibit "C"**. All such use shall be in accordance with and subject to the terms of Section 6 below.
- B. Licensee shall have 24 hour a day, 7 day a week reasonable access to the Licensed Premises ("**Access**") during the term of this Agreement which shall not be unreasonably withheld by Licensor, at no additional charge to the Licensee.
- C. All of Licensee's Communications Equipment shall be anchored and installed on Licensor's Tower in accordance with good and accepted engineering practices, and by a contractor approved by Licensor, such approval not to be unreasonably withheld, conditioned or delayed. Licensee must notify Licensor of its intent to install the Communications Equipment prior to the initial installation and, subject to the approvals of Licensor as contemplated hereunder, Licensee shall also notify Licensor upon its completion of the initial installation of its Communications Equipment, and provide Licensor with "As Built" plans depicting such installation within sixty (60) days of completion of construction.
- D. Licensee shall be solely responsible for securing any and all applicable building permits and approvals, zoning changes or approvals, variances, use permits, and other local, state, federal and tribal governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "**Permits**") prior to any construction on the Licensed Premises. Licensor shall take no action which would adversely affect the Property or the proposed use by Licensee and agrees to reasonably cooperate with Licensee's efforts to secure the Permits. Copies of the Permits shall be provided to Licensor, as obtained. Licensee shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Licensed Premises or the Tower.

6. **INTERFERENCE.**

- A. Licensee shall not use the Licensed Premises in any way that interferes with Licensor's business operations or with its use of the Property or any equipment located thereon or by other Licensees of Licensor holding rights to the Property, as long as the existing users operate and continue to operate in accordance with all applicable laws, rules and regulations. Licensor will provide Licensee with a list of all existing users on the Property to allow Licensee to evaluate the initial potential for interference. At Licensor's request prior to Licensee's initial installation or change in use of its radio frequencies at the Licensed Premises, Licensee shall provide a detailed interference analysis showing potential conflicts between Licensee's frequencies and those of Licensor or other users holding rights to the Tower.

In the event of such interference, Licensee will take all steps necessary to correct and cause such interference to cease upon not more than twenty-four (24) hour notice from Licensor.



If Licensee is unable to eliminate such interference within forty-eight (48) hours after receipt of written notice from Licenser, then Licensee shall immediately cease any and all operations on the Licensed Premises (except for intermittent testing) until such time as the interference or disruption is permanently connected. If Licensee cannot permanently correct such interference within thirty (30) days following Licensee's receipt of written notice of such interference, then Licenser or Licensee may thereafter terminate this Agreement and following such termination Licensee agrees to remove its Communication Equipment from the Property and this Agreement shall terminate without any further obligation by Licenser.

Licensee hereby acknowledges that any interference with Licenser's business operations shall cause Licenser to suffer irreparable injury and entitle Licenser, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinder of such interference.

- B. Subject to FCC Rules and Regulations and other applicable law, the Parties acknowledge and agree that the accepted industry standard for priority protection from interference between multiple licensed users has been based on the priority of occupancy of each user to another user of the Tower, Property or Licensed Premises, which priority has been based on the order of submittal of its collocation Application by each user of the Tower, Property or Licensed Premises. Should application of FCC Rules and Regulations and other applicable law not resolve any claims of interference as among Licenser, Licensee and other users of the Tower, Property or Licensed Premises (i) each licensed user's priority shall be maintained so long as the licensed user does not change the equipment and/or frequency that it is entitled to use at the Tower, Property or Licensed Premises at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on **Exhibit "C"** of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other licensed users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 6.

## **7. COMPLIANCE WITH FCC RADIO FREQUENCY RADIATION REQUIREMENTS.**

If Licensee's use, installation, or modification of Equipment at the Tower would place any prior user of the Tower in non-compliance with any FCC requirement regarding exposure to radio frequency radiation, then (a) in the event that such non-compliance can be cured by limiting the general public's access to the Tower, Licensee shall, at its sole expense, immediately make all necessary modifications to limit the general public's access to the Tower or, (b) in the event such non-compliance can be eliminated by modifying the equipment of existing users of the Tower, and each user consents to such modifications, Licensee shall pay all costs associated with making such modifications, or shall modify its own equipment to insure compliance.

In the event that future installations and/or modifications would place any user of the Tower in non-compliance with any FCC requirement regarding exposure to radio frequency radiation, which cannot be eliminated by limiting access to the Tower, Licensee shall not unreasonably withhold



its consent, when requested by Licensor, to modify its Equipment so long as all costs associated with making such modifications to Licensee's Equipment are borne by the party proposing such installation and/or modification. Licensee further agrees that in the event that there is any change to applicable rules, regulations and procedure governing exposure to radio frequency radiation which place the Tower in non-compliance, Licensee will cooperate with Licensor and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

Upon reasonable notice by Licensor that any work is being performed on the Tower, Licensee agrees to reduce power or suspend operation of its Equipment if necessary to reduce the potential for exposure to radio frequency radiation.

## **8. IMPROVEMENTS; UTILITIES; REMOVAL; MAINTENANCE.**

- A. Prior to: (i) the commencement of any construction activities on the Licensed Premises or (ii) the addition of Equipment on the Tower that is new Equipment or replacement equipment that is larger or heavier than the Equipment being replaced or that increases the overall wind load on the Tower by Licensee, Licensee shall furnish, for review and approval by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, such plans and specifications which may reasonably be required by Licensor for the approval of such. Licensor shall provide Licensee with approval or required changes within thirty (30) days of receipt of Licensee's plans. In the event Licensor does not respond within such thirty (30) day period, Licensee shall send a second notice to Licensor. If Licensor does not respond within fifteen (15) days of receipt of the second notice, the plans shall be deemed approved. Notwithstanding the foregoing, Licensee shall not commence the construction or installation of such Tower Equipment until Licensee has received prior written approval from the Licensor. If required by Licensor, Licensee shall conduct at Licensee's sole cost and expense, a structural analysis and wind load analysis of the Tower which includes any existing loads as well as the load of Licensee's antennas, cabling, and appurtenances. Licensor and Licensee hereby agree that the completion of any such analysis shall not be included in the time frames set forth above.
- B. Notwithstanding the foregoing, upon notice to Licensor and the subsequent provision of as built drawings as required in subsection 8(c) below, Licensee shall have the right to add to, remove, replace, repair and/or modify its Equipment located on the ground based portion of the Licensed Premises provided doing so does not otherwise violate any applicable terms or conditions of this Agreement including but not limited to those related to damage which may occur thereby and/or prohibited interference.
- C. If required by Licensor, Licensee shall conduct at Licensee's sole cost and expense, a radio frequency interference analysis ("RF Analysis") of the Licensee's Equipment and all other Equipment on the Tower as of the Commencement Date. Licensee shall use the contractor of Licensor's reasonable choice for structural analysis, wind load analysis, RF analysis as well as the design and construction of platforms, antenna systems, cable runs and any other construction, installation or modification to the Licensed Premises or Tower. Following the completion of any installation, modification, or relocation of the Equipment, Licensee shall provide to Licensor updated as-built drawings, initialed by Licensee, documenting that all installed Equipment on the Licensed Premises and/or Tower conform to the plans

and specifications provided to Licensor or the plans and specifications approved by Licensor if required herein.

- D. All work by Licensee shall be performed in compliance with all applicable laws and ordinances. The Communications Equipment shall remain the exclusive property of Licensee, and Licensee shall have the right to remove all or any portion of the Communication Facilities at any time during the term of the Agreement and following any termination of this Agreement; provided Licensee is not in default of this Agreement and Licensee repairs any damage caused by such removal. Any property which is not removed by Licensee within ninety (90) days after the expiration or earlier termination of this Agreement upon the expiration of said ninety (90) day period, shall at Licensor's option: (i) be removed and discarded or stored by Licensor at Licensee's expense, or (ii) become Licensor's property, and Licensee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.
- E. Licensee, at its sole cost and expense, shall erect, maintain and operate on the Licensed Premises, separate utility services from the servicing utility company or companies. Licensor agrees to cooperate with Licensee and obtain signatures for such documents or easements as may be required by utility companies to provide services to Licensee. Licensee shall individually and directly pay for the utility services it consumes in its operation.
- F. Licensee shall keep and maintain the Licensed Premises and the Equipment in good order and repair. Licensee shall place on, in or at the Licensed Premises, such signs as may be required by applicable federal, state, or local law with respect to the Equipment. Licensor will maintain the Property and access thereto in good order and repair condition.
- G. Licensor shall be solely responsible for the maintenance of said Tower and ensuring that it is operated in compliance with all applicable laws, rules and regulations, including, but not limited to, compliance with all lighting and marking rules and requirements of the FAA and FCC applicable to the Tower and its operation.
- H. Licensor assumes no responsibility for the licensing, operation and maintenance of Licensee's Equipment. Licensee has the responsibility of complying with the terms of Licensee's FCC license. Licensee covenants that the Equipment and the construction, installation, maintenance, and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor or any other Licensee.

9. **MECHANICS' LIENS.** Licensee shall not permit any mechanics', materialman's, contractors', or subcontractors' liens arising from any Licensee construction work, repair, restoration, or removal or any other claims or demands to be enforced against the Licensed Premises and/or Tower or any part thereof as a result to work performed or materials supplied on Licensee's behalf. Licensor shall have the right at any time to post and maintain upon the Licensed Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials on the Licensed Premises or the Tower. Licensor shall assume no liability for the payment of such materials or labor which accrue for the installation of Licensee's improvements upon the Licensed Premises and no mechanics' or materialman's liens

for Licensee's improvements shall attach to the interest of Licensor in the Licensed Premises or the Tower. Violation of this provision shall be considered a default of this Agreement and Licensor may terminate this Agreement if Licensee does not remove or bond over any recorded liens within thirty (30) days after written notice to Licensee.

**10. TERMINATION.** In addition to as otherwise provided herein, this Agreement may be terminated, immediately upon written notice, without any penalty or further liability accruing thereafter, as follows:

- A. By Licensor, if Licensee fails to make any monetary payment due under this Agreement within ten (10) days after Licensee's receipt of written notice of default from Licensor;
- B. By Licensor if Licensee defaults (other than a default described in Section 10. A. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such thirty (30) day period, this Agreement may not be terminated so long as Licensee commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- C. By Licensee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Equipment or Licensee's business or intended use of the Licensed Premises;
- D. By Licensor upon prior written notice to Licensee if the Primary Lease is terminated by Licensor or its landlord for any reason, or if Licensor does not elect, in its sole discretion, to renew any term of the Primary Lease;
- E. By either Party upon a default of any covenant or term of this Agreement by the other Party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); and
- F. By Licensee if it is unable to obtain or maintain any license, permit or other permits necessary for the construction and operation of the Equipment or Licensee's business or intended use of the Licensed Premise; or by Licensee if the Licensed Premises or Equipment is damaged by casualty, which is not the fault of the Licensee, so as to hinder the effective use of the Equipment.
- G. By Licensee, upon ninety (90) days' written notice by Licensee if Licensee determines that the Property or the Communications Equipment is or becomes unacceptable under Licensee's design or engineering specifications for the Communications Equipment or the communications system to which the Communications Equipment belongs for technological or economic reasons. In the event Licensee terminates pursuant to this subsection G, Licensee shall pay Licensor a termination fee equal to the amounts set forth below:

- (i) Termination during the Initial Term – twelve (12) months of the then current

- License Fee;
- (ii) Termination during the first Renewal Term – nine (9) months of the then current License Fee;
- (iii) Termination during the Second Renewal Term – six (6) months of the then current License Fee;
- (iv) Termination during the Third and Fourth Renewal Terms – three (3) months of the then current License Fee.

**10.1** Upon termination for any reason by Licensee, Licensee shall remove its Equipment from the Tower within thirty (30) days of termination of this Agreement.

**11. DEFAULT.** The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement:

- A. Any failure of Licensee to pay the License Fee or any other charge for which Licensee has the responsibility of payment under this Agreement within ten (10) days after Licensee's receipt of written notice of default from Licensor;
- B. Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors;
- C. This Agreement or Licensee's interest herein or Licensee's interest in the Licensed Premises are executed upon or attached; or
- D. The imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower or Licensed Premises.
- E. In addition to as otherwise set forth herein, and notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 16 hereof, to take effect immediately, if the other Party fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

**12. CASUALTY AND CONDEMNATION.**

- A. If at any time during the term of this Agreement all or “substantially all” (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Communications Equipment or the Licensed Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date. In addition, in the event of damage or

destruction to the Licensed Premises, Licensee may install or erect additional facilities on a temporary basis on the Property without additional fee other than continuation of the Rent due hereunder to assure continuation of service.

- B. If at any time during the term of this Agreement all or “substantially all” of the Licensed Premises or the Tower located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this Agreement by providing written notice to Licensors, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensors and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Licensed Premises, this Agreement shall continue and each of Licensors and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

**13. TAXES.** Licensee shall pay any applicable personal property taxes (including but not limited to any current or future taxes on Licensee's Equipment), and Licensee shall reimburse Licensors for any increase in real property taxes which is directly attributable to Licensee's use of the Licensed Premises and Licensors agree to furnish proof of such increase to Licensee. Licensors hereby grants to Licensee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Licensors and/or Licensee, any personal property or real property tax assessments that may affect Licensee. If Licensors receive notice of any personal property or real property tax assessment against the Licensors, which may affect Licensee and is directly attributable to Licensee's installation, Licensors shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment. Further, Licensors shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 13.

**14. INSURANCE AND SUBROGATION.**

- A. Licensee will maintain Commercial General Liability Insurance in an aggregate amount of \$2,000,000 per occurrence and will name Licensors as an additional insured on the policy or policies. Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Licensee and providing Licensors within ten (10) days of the Commencement Date with a certificate of insurance naming Licensors as an additional insured.
- B. Licensee will maintain Workmen's Compensation coverage in the statutory required amount.

**15. INDEMNIFICATION; HOLD HARMLESS.**

- A. To the extent permitted by law, Licensee agrees to indemnify, defend and hold Licensors harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent caused by Licensee's installation, use, maintenance, repair or removal of the Communications Equipment, Licensee's use or occupancy of the Licensed Premises/Property, any other activity on or about the Licensed Premises/Property by

Licensee or its agents or contractors, and/or for Licensee's breach of this Agreement, except to the extent attributable to the sole negligent or intentional act or omission of Licensors, its employees, agents or independent contractors.

B. To the extent permitted by law, Licensors agrees to indemnify, defend and hold Licensee harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent caused by Licensors's installation, use, maintenance, repair or removal of the Tower, Licensors's use or occupancy of the Property, any other activity on or about the Property by Licensors or its agents or contractors, and/or for Licensors's breach of this Agreement, except to the extent attributable to the sole negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

C. This Section shall survive termination of this Agreement.

**16. NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given five (5) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below.

If to Licensors to:                      Smith Bagley, Inc. / Cellular One  
1500 S. White Mountain Road  
Show Low, Arizona 85901  
Attn: ETO – Network Services

With a copy to:                         Smith Bagley, Inc. / Cellular One  
1500 S. White Mountain Road  
Show Low, Arizona 85901  
Attn: Legal Department

If to Licensee to:                       Navajo County  
County Manager—Navajo County Complex  
P.O. Box 668  
State Hwy 77, Holbrook, Arizona 86025

**17. ENVIRONMENTAL LAWS.**

A. As used herein, the term "Environmental Laws" shall mean any and all applicable tribal, local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

B. Licensee represents warrants and agrees that it will conduct its activities on the Licensed Premises or the Property in compliance with all applicable Environmental Laws. Licensee agrees to defend, indemnify and hold Licensors harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Licensors



may suffer due to the release of any Hazardous Substance on the Licensed Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Licensee or its agents or contractors on the Licensed Premises or Property.

- C. Licensors represents and warrants that it is compliant with all applicable tribal, state, and federal laws and regulations regarding environmental studies, including NEPA studies and approval. Licensors agrees to defend, indemnify and hold Licensee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Licensee may suffer due to a breach of the representations set forth herein and/or to the existence or discovery of any Hazardous Substance on the Licensed Premises or Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Licensors or its agents or contractors on the Licensed Premises or Property.
- D. The indemnifications in this Section 17 specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section 17 will survive the expiration or termination of this Agreement.

**18. ASSIGNMENT AND SUBLEASING.** Licensee may not assign or sublet this Agreement without Licensors's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing however, Licensors's consent shall not be required for Licensee to assign its interest in this Agreement or in the Licensed Premises, or to sublease all or any part of the Licensed Premises, to its parent company, or to any subsidiary or affiliate of it or its parent company, or to any successor-in-interest, provided any such assignee agrees to assume in full the Licensee's obligations under this Agreement.

**19. WORKING DRAWINGS.** Licensee shall proceed with Licensee's work in accordance with the following schedule:

- A. Licensee shall submit to Licensors working drawings ("Working Drawings") prepared by Licensee; and
- B. Licensors shall, within thirty (30) days of receipt, either approve such Working Drawings or designate by notice in writing to Licensee the reasonable and specific changes required to be made to the Working Drawings or request additional information, which Licensee shall provide, and Licensee shall resubmit the modified Working Drawings to Licensors within thirty (30) days.

**20. FORCE MAJEURE.** Licensors shall not be liable to Licensee for any loss or damage to the Licensed Premises, Licensee's use or its Equipment due to fire, other casualty, act of God, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third party unless such loss or damage was caused by the negligent act or omission or the willful misconduct of Licensors, its agents, servants, employees, contractors, licensees or invitees.



**21. DISCLAIMER OF WARRANTIES, INCIDENTAL AND CONSEQUENTIAL DAMAGES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING THE LICENSED PREMISES, THE TOWER OR THE EASEMENT. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR LICENSEE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS.

**22. MISCELLANEOUS.**

- A. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the Party indicated.
- B. Each Party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.
- C. This Agreement and the applicable terms of the Primary Lease (**Exhibit "D"**) constitute the entire agreement and understanding of the Parties and supersede all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.
- D. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other Party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
- E. Each Party agrees to not record this Agreement. If ownership of the Property is recorded in County records, Licensor acknowledges that upon request Licensor shall execute a commercially reasonable memorandum of agreement in recordable form which may be recorded by Licensee in the official records of the County.
- F. This Agreement shall be construed in accordance with the laws of the State of Arizona and any action arising out of this Agreement shall be brought in the Superior Courts of the state of Arizona.
- G. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- H. Whenever under the Agreement, the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

- I. Upon receipt of Licensors written request and within fifteen (15) days after said request, Licensee shall execute, acknowledge and deliver to Licensor, a commercially reasonable certificate stating to the best of Licensees actual knowledge that: This Agreement is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate there are no existing defenses or onsets, except as specified in such certificate; Licensee has not paid any License Fee in advance, except as specified in such certificate; Licensee is not in default in the payment of the License Fee or any of the other obligations required of Licensee under this Agreement; and Licensee has paid License Fee, additional charges and any other payments due Licensor as of the date set forth in the certificate.
- J. Nothing herein contained shall be deemed or construed by the Parties hereto, or by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Neither the method of computation of the License Fee, nor any other provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than that set forth hereto.
- K. Licensor will cooperate with and permit Licensee, at Licensees sole cost and expense, to implement reasonable measures in order for Licensee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings.
- L. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Agreement.
- M. This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

[signature page following]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last signature date below.

**LICENSOR:**

**Smith Bagley, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**LICENSEE:**

**Navajo County Sheriff's Office**

By: David M. Clouse

Name: DAVID CLOUSE

Title: SHERIFF

Date: MARCH 25, 2025

**Navajo County Board of Supervisors**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Approved as to Form**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attest**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Exhibit “A”**

### Property

# RESULTS OF SURVEY

## FOR ADAMANA CELL SITE

SEC. 25, T. 19 N., R. 23 E.  
GILA & SALT RIVER MERIDIAN  
NAVAJO COUNTY, ARIZONA

### LEGEND

- SET 1/2" REBAR & CAP - RLS #19810
- FOUND 1/2" REBAR - PE #8174
- FOUND MONUMENT AS NOTED

### LEGAL DESCRIPTION

A PORTION OF LOT 196, OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 23 EAST, PER BOOK 1 OF PLATS, PAGE 38, NAVAJO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST COR OF SAID LOT 196, THE BEGINNING  
THENCE N 02°36'01" W, A DISTANCE OF 927.52 FEET TO  
THENCE N 90°00'00" W, A DISTANCE OF 35.00 FEET;  
THENCE N 00°00'00" E, A DISTANCE OF 45.00;  
THENCE N 90°00'00" E, A DISTANCE OF 35.00 FEET;  
THENCE S 00°00'00" E, A DISTANCE OF 45.00 TO THE POINT OF BEGINNING.

### BASIS OF SURVEY

SECTION 25, BOOK 2 OF PLAT, PAGE 38, N.C.R.

### SURVEYOR'S NOTE:

THIS DRAWING DOES NOT REFLECT ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER ENCUMBRANCES WHICH WOULD BE REVEALED BY A CURRENT TITLE REPORT.

### SURVEYORS CERTIFICATION



I HAROLD BALDWIN CERTIFY THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF DECEMBER, 2004 AND IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT THE SURVEY MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS SHOWN.

### RESULTS OF SURVEY

FOR

ADAMANA CELL SITE

SEC. 25, T. 19 N., R. 23 E.

GILA & SALT RIVER MERIDIAN  
NAVAJO COUNTY, ARIZONA

ABSOLUTE SURVEYING & MAPPING, INC.

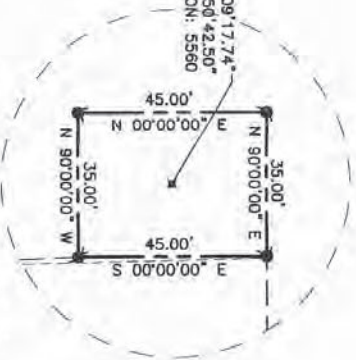
15136 N. MAIN ST. SPOKANE, ID. 83407

PH: 828-556-1871 / FAX 828-556-5857

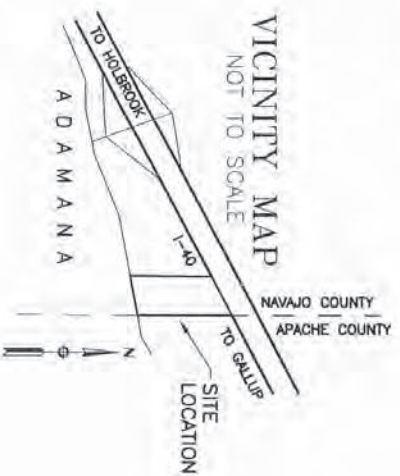
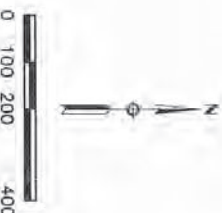


### DETAIL "A"

NOT TO SCALE



LATITUDE: N 35°09'17.74"  
LONGITUDE: W 109°50'42.50"  
ELEVATION: 5560



## **Exhibit “B”**

### **Site Plan and Tower Equipment**

Proposed VHF  
 Recieve Antenna  
 Leg Mount  
 NW Leg (A)  
 205' Top  
 195' Base  
 Azimuth: N 235deg  
 Proposed VHF  
 Transmit Antenna  
 Leg Mount  
 S Leg (Z)  
 175' Top  
 165 Base  
 Azimuth: N 235deg

Rad Center 200'  
 Rad Center 175'

250'

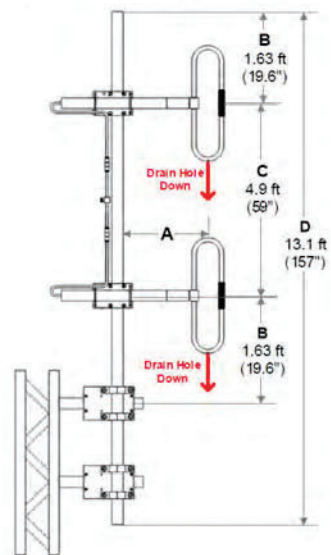
Existing Tower Equipment not represented

A

Z

X

#### Top Mount Configuration



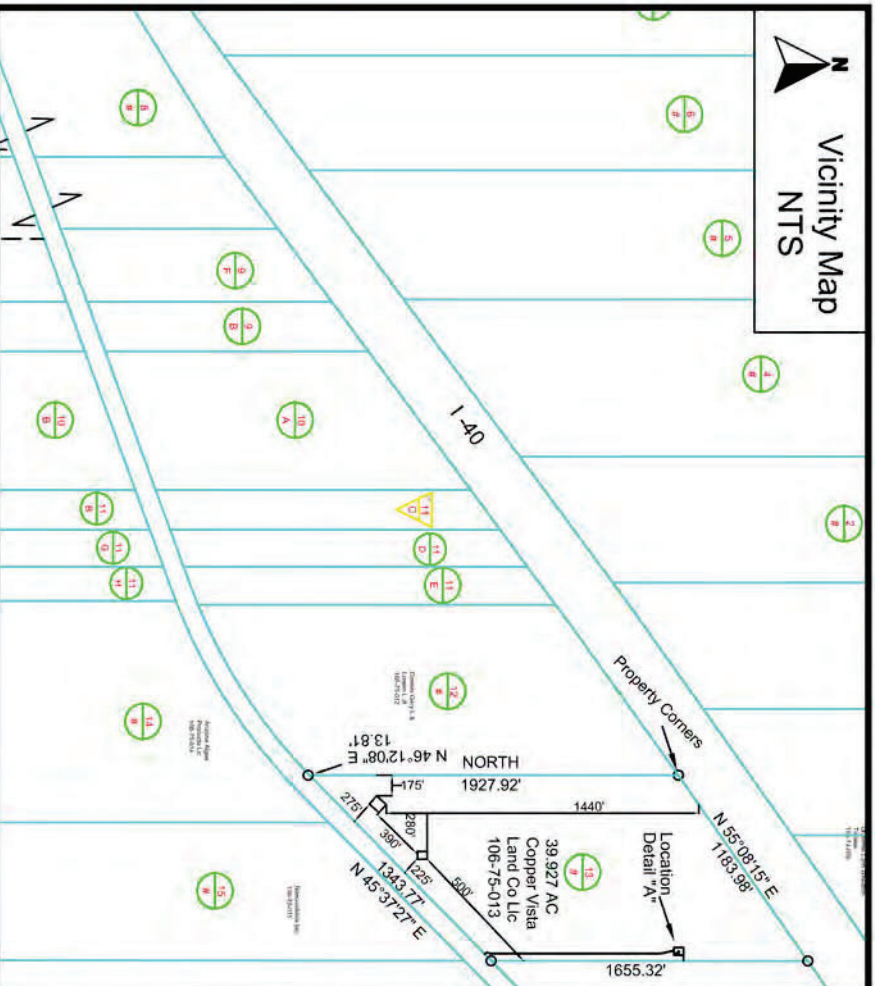




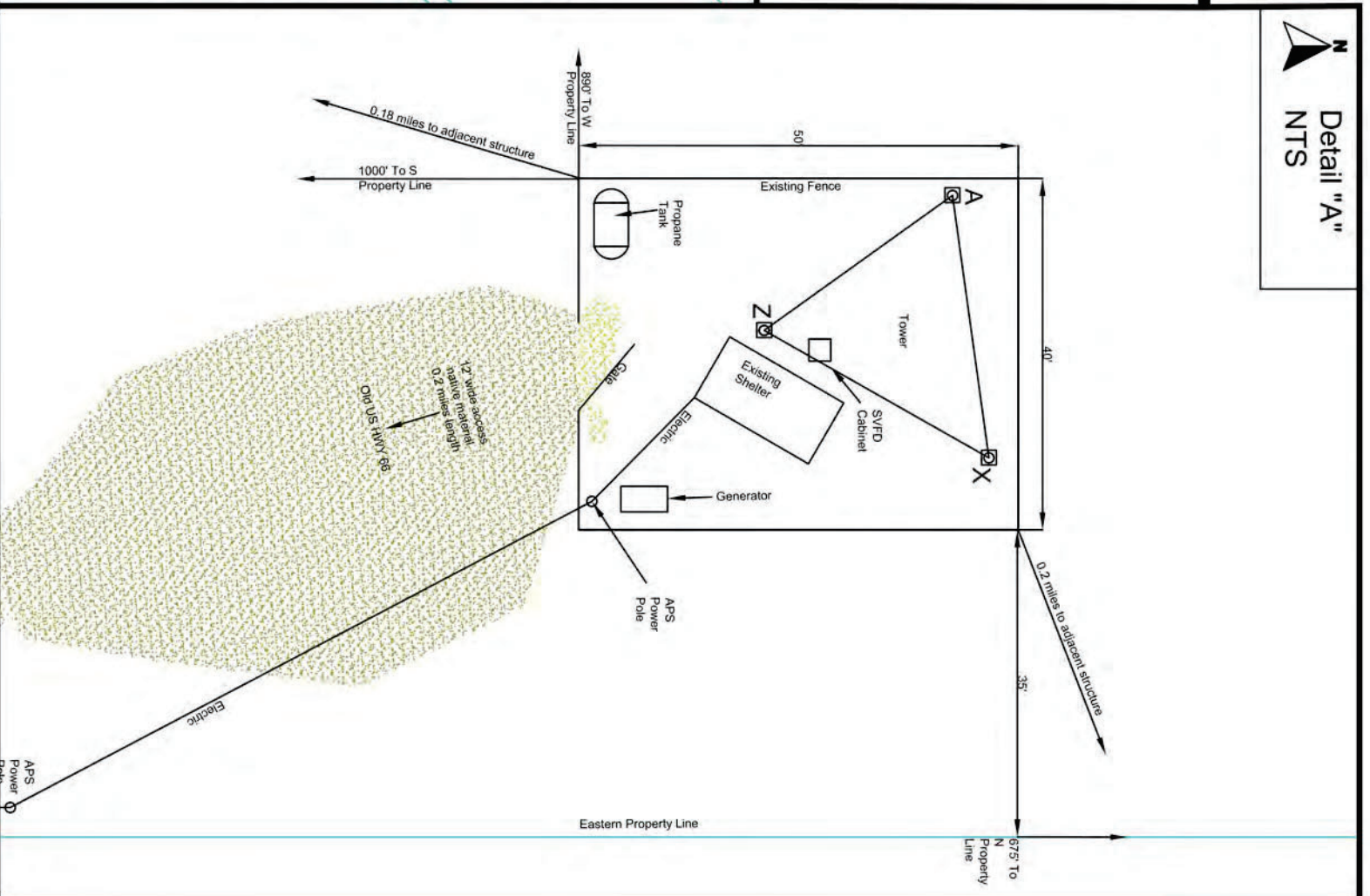
# Navajo County Sheriff's Office

## Radio Co-Location with Antenna Install Sketch

General Area: Adamana  
Parcel Number: 106-75-013  
Property Owner: Copper Vista Land Co LLC  
Tower /Site Lease Owner: CellularOne  
Phone Number: (928) 537-0375 ext. 2249  
New Antenna: Leg A @ 200' @ N 235deg (Rx)  
Leg Z @ 175' @ N 235deg (Tx)



## Detail "A" NTS



## **Exhibit “C”**

### **Approved Equipment and Ground Space**



## CO- LOCATION APPLICATION



Complete, print and sign this form. Send one copy of the signed document to Network Services/Site Acquisition, CellularOne, 1500 S. White Mtn. Rd., Show Low, AZ 85901. A \$1500 Tower Co-Location Application Fee must be included with your application and is not refundable. Make checks payable to CellularOne.

DATE OF SUBMITTAL		PROJECTED INSTALLATION DATE		
SITE INFORMATION				
CELLULARONE SITE NAME:	Adamana Tower	CELLULARONE SITE NUMBER:	AZNA0077A	
CUSTOMER SITE NAME	Adamana	CUSTOMER SITE NUMBER	N4	
SITE ADDRESS	9978 Old U.S. 66			
CITY	Adamana (East of Holbrook)	COUNTY	Navajo	
STATE	AZ	86028		
LATITUDE	35° 1' 17.37" N	LONGITUDE	109° 50' 42.26" W	
SITE TYPE	(Guyed, Lattice, Monopole, Roof, Other) Self-Supporting			
APPLICANT INFORMATION				
LICENSED ENTITY NAME (Full Legal Name For Use in Contracting)	Navajo County Sheriff's Office		STATE OF INCORPORATION	Arizona
NOTIFICATION ADDRESS	PO BOX 668		Attn:	Bryan Cook
CITY	Holbrook		STATE	AZ
ZIP			86025	
BILLING ADDRESS	PO BOX 668		Attn:	Kimberly Willis
CITY	Holbrook		STATE	AZ
ZIP			86025	
FEDERAL TAX ID #				
CONTACT INFO	FIRM OR CONTACT NAME	TELEPHONE	FAX	E-MAIL
SIGNATORY	Navajo County Board of Supervisors	(928) 524-4053		<a href="mailto:Melissa.Buckley@navajocountyaz.gov">Melissa.Buckley@navajocountyaz.gov</a>
LEGAL	Navajo County- Brandt Clark	(928) 524-4289		<a href="mailto:Brandt.Clark@navajocountyaz.gov">Brandt.Clark@navajocountyaz.gov</a>
NOTIFICATION	Navajo County Sheriff's Office- Alden Whipple	(928) 524-4764		<a href="mailto:Alden.Whipple@navajocountyaz.gov">Alden.Whipple@navajocountyaz.gov</a>
RF ENGINEER	Contracted as needed	TBT		
CONSTRUCTION ENGINEER	Contracted as needed	TBT		
REAL ESTATE/SITE ACQ	Contracted as needed	TBT		
EMERGENCY CONTACT	Navajo County Sheriff's Office - Kevin Parmenter	(928) 524-4455		<a href="mailto:Kevin.Parmenter@navajocountyaz.gov">Kevin.Parmenter@navajocountyaz.gov</a>
INSTALLATION CONTRACTOR	Richard Wise, White Mountain Communications	(928) 242-0181		
ACCOUNTS PAYABLE	Navajo County Sheriff's Office - Kimberly Willis	(928) 524-4776		<a href="mailto:Kimberly.Willis@navajocountyaz.gov">Kimberly.Willis@navajocountyaz.gov</a>
OTHER: Project Manager	Navajo County - Bryan Cook	(928) 524-4047		<a href="mailto:Bryan.Cook@navajocountyaz.gov">Bryan.Cook@navajocountyaz.gov</a>
GROUND SPACE REQUIREMENTS				
LOCATION OF CUSTOMER EQUIPMENT	Co locate inside Sun Valley Fire Department's on-site shelter cabinet		OUTDOOR SHELTER (Customer Building)	Sun Valley Fire Dep on-site shelter cabinet
LEASED GROUND SPACE DIMENSIONS (HxWxD) (ft)			CONCRETE PAD DIMENSIONS (W X D) (ft)	
COMMENTS: Seeking to co-locate within Sun Valley Fire Department's cabinet for 1 Public Safety Radio, and install a transmit and an a receive antenna on the tower.	POWER PROVIDED BY:		CELL1 PROVIDED <input type="checkbox"/>	UTILITY COMPANY DIRECT <input checked="" type="checkbox"/>
TELCO INTERCONNECT REQUIREMENTS	POTS <input type="checkbox"/>	TI <input checked="" type="checkbox"/>	MICROWAVE <input type="checkbox"/>	FIBER OPTICS <input type="checkbox"/>
GENERATOR INFORMATION	APPLICANT PROVIDED <input type="checkbox"/>	CELL1 PROVIDED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>	ADDITIONAL GROUND SPACE REQUIREMENTS (H X W X D)
	MANUFACTURER	MAKE/ MODEL		CAPACITY (KW)
	FUEL TYPE	TANK SIZE		BODY TYPE





## ANTENNA SPECIFICATIONS, MOUNTING HARDWARE AND FREQUENCY INFORMATION

TYPES OF ANTENNAS	ANTENNA/SECTOR #1	ANTENNA/SECTOR #2	ANTENNA/SECTOR #3	ANTENNA/SECTOR #4	TTA	LNA	GPS
ANTENNA QUANTITY	1	1					
RECEIVE OR TRANSMIT?	Receive	Transmit					
MANUFACTURER	EMR	EMR					
TYPES OF ANTENNAS	Dipole	Dipole					
MODEL #	EMR150DP2 (13')	EMR150DP2 (13')					
ANTENNA WEIGHT (Per Antenna)	24	24					
ANTENNA DIMENSIONS (HxWxD) (Indicate feet or inches)	13' x 3"	13' x 3"					
ANTENNA MOUNT HEIGHT	200'	175'					
ANTENNA SEPARATION	13'	13'					
RAD CENTER AGL	200'	175'					
MOUNT TYPE, Make/Model (Include Cut Sheet)	Side mount, see site sketch	Side mount, see site sketch					
TOWER LEG	NW Leg (A)	S Leg (Z)					
DIRECTION of RADIATION	Omni (N235deg)	Omni (N235deg)					
TX FREQUENCY	NA (Receive Only)	155.070 Mhz					
RX FREQUENCY	155.070 Mhz	NA (Transmit Only)					
TRANSMIT BAND OF FREQUENCIES	NA (Receive Only)	VHF					
RECEIVE BAND OF FREQUENCIES	VHF	NA (Transmit Only)					
ANTENNA GAIN	5.5 dBd	5.5 dBd					
# of LINES PER ANTENNA	1	1					
LINE TYPE	Coax	Coax					
LINE DIAMETER	7/8"	7/8"					

All frequencies must be actual operating frequencies.

Is equipment transmitting on  
unlicensed frequencies? (check box)

YES

NO

☒

## BUILDING OR SHELTER SPACE REQUIREMENTS AND TRANSMITTER EQUIPMENT

	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5
MANUFACTURER					
TYPE & MODEL					
TYPE of SERVICE					
RACK DIMENSIONS ( Hx W x D)					
CABINET DIMENSIONS					
BTS DIMENSIONS					
CALL SIGN					
TX FREQUENCY					
TX POWER OUTPUT					
RX FREQUENCY					
ERP					
AVERAGE MONTHLY POWER CONSUMPTION (Kw)					
ELECTRIC SERVICE REQUIRED (Amps/Volts)					
# of OUTLETS					
COMBINER/# of PORTS					
CABINET ALSO CONTAINS (OTHER EQUIPMENT)					

If there are more than four transmitters located at the site, please refer to attachment.

Is there an Attachment? (check box):

YES

NO

☒

AUTHORIZED CUSTOMER SIGNATURE

Applicant acknowledges that all modifications to the tower, grounds, surrounding structures, and other property must be authorized in writing by CellularOne.

Application will remain valid for a period of sixty (60) days from the Date of Submittal on page one of application;  
except as otherwise provided in the applicable Master Lease Agreement between CellularOne and Customer, if any.

PLEASE INCLUDE THE FOLLOWING DOCUMENTS WITH YOUR SIGNED APPLICATION:

1. A LEGIBLE COPY OF YOUR FCC LICENSE
2. MANUFACTURERS' SPECIFICATION SHEETS FOR PROPOSED SHELTERS, ANTENNAS, MOUNTING HARDWARE, CABLES, GENERATORS, ETC.
3. A TOWER SKETCH THAT INCLUDES THE GROUND AND TOWER VIEWS.



FOR CELLULARONE USE										
TYPE OF AGREEMENT: (Check One)		<input type="checkbox"/> MLA RESERVATION	<input type="checkbox"/> MLA LICENSE or LEASE	<input type="checkbox"/> SLA	<input type="checkbox"/> AMENDMENT TO EXISTING LEASE	REWRITE ON CELL 1 ER				
CHECK ALL BOXES THAT APPLY	IS THIS A BLM/USFS SITE?	<input type="checkbox"/>	IS THIS A MANAGED/ MARKETED SITE?	<input type="checkbox"/>	IS THIS AN ACQUIRED ANCHOR TENANT?					<input type="checkbox"/>
	IS THIS A BTS ANCHOR TENANT?	<input type="checkbox"/>	IS THIS A BTF ANCHOR TENANT?	<input type="checkbox"/>	RETURN CONTRACT TO?		<input type="checkbox"/> CUSTOMER	<input type="checkbox"/>	ACCOUNT MANAGER	
INSTALLATION CODE (Check One)		MLA: <input type="checkbox"/> TYPE A		<input type="checkbox"/> TYPE B	<input type="checkbox"/> TYPE C	<input type="checkbox"/> TYPE D				
		SLA: <input type="checkbox"/> TYPE A		<input type="checkbox"/> TYPE B	<input type="checkbox"/> TYPE C	<input type="checkbox"/> TYPE D				
<b>RENT</b> /Month/Quarter/Annual										
RENT ESCALATOR		CPI (Y/N)	%	/Year	SITE INSPECTION FEE					
ELECTRIC					STRUCTURAL ANALYSIS					
TERM BEGIN DATE					SSIS					
LENGTH OF INITIAL TERM					OTHER FEES					
RENEWAL TERMS										
NOTES/COMMENTS:										
NOTES/COMMENTS:										
ACCOUNT MANAGER APPROVAL					PHONE #		DATE			
SALES MANAGER APPROVAL					PHONE #		DATE			
FOR CELLULARONE USE- LEASE ADMINISTRATION										
IS TOWER EXTENSION COMPLETION NOTICE REQUIRED? YES <input type="checkbox"/> NO <input type="checkbox"/>				IS THIS SITE SUBJECT TO LANDLORD CONSENT <input type="checkbox"/>		IS THIS SITE SUBJECT TO RIGHT OF FIRST REFUSAL? <input type="checkbox"/>				
FOR CELLULARONE USE- FEASIBILITY										
SITE MANAGER					PHONE #					
WILL PROPOSED INSTALLATION BE WITHIN 10 FEET OF ANY EXISTING EQUIPMENT'S HIGHEST OR LOWEST POINT ON THE TOWER?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	IF YES, WHO IS/ARE THE ABUTTING TENANT(S)?				
STRUCTURAL ANALYSIS		<input type="checkbox"/> CELL 1 REQUIRED	<input type="checkbox"/> CELL 1 NOT REQUIRED	<input type="checkbox"/>	PERFORMED AT CUSTOMER REQUEST					
SSIS		<input type="checkbox"/> CELL 1 REQUIRED	<input type="checkbox"/> CELL 1 NOT REQUIRED	<input type="checkbox"/>	PERFORMED AT CUSTOMER REQUEST					
ENVIRONMENTAL ASSESSMENT		<input type="checkbox"/> CLEARED BY CELL 1	<input type="checkbox"/>	FURTHER REVIEW REQUIRED BY CELL 1						
APPROVAL CONDITIONS:										
FEASIBILITY SPECIALIST APPROVAL					PHONE #		DATE			

**Exhibit “D”**

Primary Lease

Between

Copper Vista Land Company, LLC.

And

Cellular One of North East Arizona, a division of Smith Bagley, Inc.

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (collectively referred to herein as "Lease" and/or "Agreement") is made and entered into as of the latter of the signature dates below by and between **Copper Vista Land Company, LLC** ("Lessor"), an Arizona Limited Liability Company, with its principal place of business at 10115 East Bell Drive, Suite 107-109, Scottsdale, Arizona 85260, and **Cellular One of North East Arizona, a division of Smith Bagley, Inc.**, a District of Columbia corporation ("Lessee"). Lessor and Lessee are referred to herein individually as a "Party" or collectively as the "Parties".

### RECITALS

**WHEREAS**, the Parties have had a mutually beneficial business relationship since 2006; and

**WHEREAS**, Lessee entered into a five (5) year Ground Lease Agreement with **Norma L Becker** on 3 December 2004; and

**WHEREAS**, **Copper Vista Land Co, LLC** purchased the leased premises from **Norma L Becker** on 4 January 2006; and

**WHEREAS**, in October 2009, pursuant to the terms of the then current Ground Lease Agreement, Lessee provided written notice to Lessor of its intent to extend the Ground Lease Agreement for an additional five (5) year term; and

**WHEREAS**, in April 2016, Lessee provided written confirmation to Lessor that the current term of the lease is 1 January 2015 through 31 December 2019; and

**WHEREAS**, in October 2019, pursuant to the terms of the then current Ground Lease Agreement, Lessee provided written notice to Lessor of its intent to extend the Ground Lease Agreement for an additional five (5) year term; and

**WHEREAS**, the Parties wish to record their Lessor/Lessee relationship with a new Ground Lease;

**NOW THEREFORE**, in consideration of the mutual promises, conditions, covenants and terms set forth herein and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **Incorporation.** The Parties agree that the Recitals set forth above shall be deemed to have been incorporated into these Covenants and shall become a part of the Agreement of the Parties.



2. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property, hereinafter referred to as "Leased Premises," situated at 9978 Old US 66, Holbrook, Arizona 86025 and more particularly described in **Exhibit "A"** attached hereto and incorporated herein.

3. **Use.** Lessor hereby grants permission to Lessee to occupy the Leased Premises to install, construct, and operate a transmission tower, and radio and microwave communications equipment. Such equipment shall include, but not be limited to, an equipment building and an emergency gasoline-, propane-, butane-, diesel-, or other fuel powered generator at a location on the Leased Premises suitable for Lessee's needs. The building will house equipment necessary for Lessee's communication operations. The emergency generator will be used at Lessee's option, but in most cases only in the event of a power failure. For the purposes of this Lease, the transmission tower and all of Lessee's equipment, building, generator, cables, wires, antennas, switches, microwave dishes, and accessories shall hereinafter collectively be referred to as "Communications Facility."

4. **Term.**

A. **Primary Term.** The Primary Term of this Lease shall be for Five (5) years, and shall commence on **1 January 2025** (the "Effective Date") and shall terminate at midnight on **31 December 2029** unless sooner terminated as provided herein. The parties hereby agree that this Lease may be renewed for three (3) additional terms of five (5) years each (each an "Additional Term").

5. **Rent.**

6. **Access and Utilities.** Lessee is hereby given and granted rights-of-way for ingress, egress, and regress to the Leased Premises over, under, upon, and across adjoining lands and rights-of-way owned by Lessor as may be required for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of Lessee's Communications Facility and other necessary appurtenances and an easement thereon for telephone lines and power lines used in connection with Lessee's Communications Facility ("Access Easement"). If practicable in Lessee's opinion, such rights-of-way for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and roads that may be established by Lessee hereafter. Lessee may, subject to Lessor's written approval, improve any Access Easement by grading, graveling, or paving it. If use of said Access Easement should become impractical during the term, or extended terms, of this Lease, Lessor agrees to provide alternative rights-of-ways.

In the event it is not practicable, in Lessee's opinion or in the opinion of any power or telephone company ("Utility Company" or "Utility Companies"), to use the Access Easement for the providing of utilities to the Leased Premises, Lessor agrees to grant to Lessee, or to such Utility Companies as Lessee shall designate, an easement or easements for such utilities as Lessee deems necessary to serve the Leased Premises ("Utility Easement"). The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Lessee or by Lessee's designated Utility Companies) of necessary utilities from the point of connection with the Utility Companies' distribution networks to Lessee's building located on the Leased Premises.

The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises, but in no event wider than thirty (30) feet. It is understood that Lessee and the Utility Companies providing services to Lessee shall have access to all areas of the Leased Premises and other lands and rights-of-way owned by Lessor as necessary for installation, operation, inspection, maintenance, and/or repair of such services. Lessor shall advise Lessee of any Utility Company requesting an easement under, over, upon and/or across the Leased Premises.

**7. Utilities at Lessee's Cost.** Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Leased Premises. If necessary, Lessee shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Lessee.

**8. Holding Over.** Should Lessee, with Lessor's consent, hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Lessee will become a Lessee on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Lessee shall pay monthly rent in the amount which was paid by Lessee during the immediately preceding Lease month. Monthly holdover rent shall be due on the first (1<sup>st</sup>) day of every month. Lessee will continue occupancy from month-to-month until terminated by Lessor or Lessee by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as consent by Lessor to the occupancy or possession of the Leased Premises by Lessee after the expiration of the Lease term.

**9. Notice.** All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

**Lessor:**

Copper Vista Land Company, LLC  
10115 East Bell Drive, Suite 107-109  
Scottsdale, Arizona 85260



**Lessee:**

Smith Bagley, Inc., / Cellular One  
1500 S. White Mountain Road, Suite 103  
Show Low, Arizona 85901  
Attn: ETO Department

And a Copy to:

Smith Bagley, Inc., / Cellular One  
1500 S. White Mountain Road, Suite 103  
Show Low, Arizona 85901  
Attn: Legal Department

The address to which any notice or demand may be given to either Party may be changed by written notice.

**10. Liability and Indemnity.** Lessee agrees to indemnify and save Lessor harmless from any and all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees, arising from or in any way relating to Lessee's use of the Leased Premises or this Leased Agreement. Lessee agrees to use and occupy the Leased Premises at Lessee's own risk, and hereby releases Lessor, its agents and employees, from any and all liability, claims, lawsuits or costs, or any other damages or injuries to the fullest extent permitted by law. Lessor, in turn, agrees to indemnify and save Lessee harmless from all liability, claims, lawsuits, and costs, including reasonable attorneys' fees, costs and expert witness' fees arising from or in any way relating to Lessor's use of the Leased Premises or this Lease Agreement.

**11. Termination.** Lessee shall have the right to terminate this Lease at any time upon any of the following events:

- A. Upon providing Lessor six (6) months written notice; or
- B. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Lessee determines the cost of obtaining such approval is prohibitive; or,
- C. By Lessee upon sixty (60) days prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, or (ii) changes in system design or system usage patterns, Lessee's use of the Communication Facility (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communication system.

Lessee will give Lessor thirty (30) days written notice of termination of this Lease under the terms of this Section 11(B) and (C). Upon termination, neither Party will owe any further obligation under this Lease except for the indemnities and hold harmless provisions herein and Lessee's responsibility of removing all of the Communications Facility from the Leased Premises and restoring the Leased Premises to its original condition, as near as practicable, save and except utilities installed, access areas improved, removed of vegetation for construction purposes, normal wear and tear and acts beyond Lessee's control.



## **12. Defaults and Remedies.**

**A.** Notwithstanding anything in the Lease to the contrary, neither Party shall be in default under this Lease until thirty (30) days after receipt of written notice of a default from the other Party, or such shorter period as may be provided in the Use Lease, regulations and/or guidelines (the "cure period"); provided, however, where any such default cannot reasonably be cured within such cure period, the Party alleged to be in default shall not be deemed to be in default under the Lease if said Party commences to cure such default within said cure period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period extend beyond sixty (60) days.

**B.** In the event of either Party's failure to comply with any material provision of this Lease, the other Party may, at its option, cure the default of the other Party at the expense of the defaulting Party, without affecting its right to demand, sue for, and collect all of its damages arising out of the other Party's default, or terminate this Lease without affecting its right to sue for any other damages to which it may be entitled. The failure by either Party to make timely payment of all fees or amounts due and payable in connection with the use of the Leased Premises that would adversely affect Lessee's use of Leased Premises shall be deemed to be a material breach of this Lease, and shall entitle the other Party to terminate this Lease unless such amounts are paid within fifteen (15) days after written notice of nonpayment. The prevailing Party in any dispute arising under or related to this Lease shall be entitled to recover its reasonable attorneys' fees, costs and expert witness' fees

**C.** The rights and remedies stated in this Lease are not exclusive; and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.

**D.** No course of dealing between the parties or any delay on the part of a Party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as a waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

**E.** In the event either Party shall be rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such Party under this Lease, such covenant, agreement, obligation or undertaking, insofar as the same shall be affected by such force majeure, shall be suspended during the continuance of any liability so caused, and such default shall be remedied with all reasonable dispatch. The term "force Majeure" as employed in this section shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence or the payment of money such Party is unable to overcome.

F. If it is determined that Lessee is in default of this Lease Lessee shall be responsible for the remaining term of this Lease in effect at time of default.

13. **Taxes.** Lessee shall pay annually an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Leased Premises made by Lessee, and Lessor shall pay annually when due all other real estate taxes and assessments attributable to the Leased Premises. If Lessee's share of such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of assessments and Lessor's share of all taxes.

14. **Insurance.** Lessee, at Lessee's expense, shall maintain in force during the term of the Lease a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring Lessor and Lessee against all liability arising out of the Lessee's use, occupancy, or maintenance of the Leased Premises, which policy shall be endorsed as a primary insurance to Lessor.

15. **Tests.** Lessee is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for Lessee's use as intended by this Lease.

16. **Fixtures.** Lessor covenants and agrees that no part of the improvements constructed, erected, or placed by Lessee on the Leased Premises or other real property owned by Lessor shall be or become, or be considered as being, affixed to or a part of Lessor's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor to covenant and agree hereby that all personal property and improvements of every kind and nature constructed, erected, or placed by Lessee on the Leased Premises, or other real property owned by Lessor, shall be and remain the property of the Lessee despite any default or termination of this Lease.

17. **Assignment and Subletting by Lessee.**

A. **Assignment.** This Agreement may be assigned or transferred at any time by Lessee to Lessee's parent company or any affiliate or subsidiary of Lessee or its parent company, or to any entity with or into which Lessee is merged or consolidated, or an entity that acquires fifty-one percent (51%) or more controlling interest in the Lessee or to any entity resulting from reorganization of Lessee or its parent company.

B. **Subletting.** Lessee may sublet a portion of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and/or any or all of Lessee's right, title, and interest in and to any or all of the Leased Premises provided that each such sublease is expressly made subject to the provisions of this Lease.



**18. Permits.** Lessor acknowledges that following the execution of this Lease, Lessee will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction, operation, and maintenance of the Communications Facility. Lessor agrees to fully cooperate with Lessee in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the Permits.

**19. Consent.** Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

**20. Debt Security.** Lessee may, without Lessor's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Lessee's interest in this Lease, any part thereof, the leaseholder's interest of Lessee created hereby, and any and all of Lessee's right, title, and interest in and to any and all of the Communications Facility. Promptly on Lessee's or Lessee's lenders request, Lessor shall execute and deliver, and shall assist in facilitating the execution and delivery of all documents requested by any of Lessee's lenders including but not limited to waivers of Lessor's right to levy or distrain upon for rent any of Lessee's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents as to the procedure for Lessee's lenders sale of the Communications Facility, consents to giving of notice to Lessee's lenders in the event of Lessee's default under the provisions of the Lease, and consents to Lessee's assignment to Lender of any and all of Lessee's interest in or to this Lease and the Communications Facility. Failure of Lessor and all other persons and entities to execute and deliver to Lessee's lenders all documents requested by said lenders shall entitle Lessee to terminate this Lease immediately without and further obligation to Lessor.

If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title to the Premises, Lessee shall promptly remove or release same by payment of bond or otherwise to fully satisfy said lien.

**21. Permits and Approvals.** Lessor and Lessee shall cooperate fully in maintaining in full force and effect during the term of this Lease and any extension thereof all necessary permits and approvals, zoning approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary to carry out the intent of this Lease.

**22. Quiet Enjoyment.** Lessor covenants that the Lessee shall upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Demised Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the Lessor, any person or persons claiming under the Lessor or any other Lessee of the Lessor, subject to Lessor's right of access to the Leased Premises for the purposes described herein.

**23. Hazardous Substances.**

**A. Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees and consultants and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

**B. Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's property or the Leased Premises in any manner prohibited by law. Lessor shall, to the extent of its fiscal authority, indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees and consultants and experts' fees) from the presence or release of any Hazardous Materials on Lessor's property or Lease Premises if caused by Lessor or persons acting under Lessor.

**C. Hazardous Material.** For the purposes of this Lease, "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law as currently in effect or as hereinafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. For the purposes of this Lease, "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

The provisions of this Paragraph 23, Hazardous Substances, above shall survive termination of this Lease.

**24. Condemnation of Leased Premises.** In the event that any government, public body, or other condemning authority shall take, or if Lessor shall transfer in lieu of such taking, all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Lessee shall have the right to terminate this Lease effective as of the date of the taking by the condemning Party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Lessee does not elect to terminate this Lease under this provision, then rental payments provided under



this Lease shall abate proportionally as to the portion taken which is not then usable by Lessee and this Lease shall continue.

**25. Entire Agreement and Binding Effect.** This Lease and attached exhibits, as signed by the parties hereto, constitute the entire agreement between Lessor and Lessee; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Lessor and Lessee.

**26. Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Arizona. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Courts of Arizona, and for this purpose each Party hereby expressly and irrevocably consents to the jurisdiction of said court.

**27. Waiver.** The failure of either Party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**28. Knowing Consent and Authority to Consent.** The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into the Lease on behalf of its respective Party.

**29. Neutral Interpretation.** The provisions contained herein shall not be construed in favor of or against either Party because that Party or its counsel drafted this Lease, and shall be construed as if all parties prepared this Lease, and any rules of construction to the contrary are hereby specifically waived.

**30. Other Conditions.**

A. Whenever under the Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

B. If the Leased Premises, Easement, and/or Utility Easement is damaged through no fault of Lessee so as to render all or any part of the Leased Premises, Easement, or Utility Easement substantially unusable for Lessee's intended use, rent shall abate while Lessor, at its expense, promptly restores the Leased Premises, Easement, and/or Utility Easement to its condition prior to such damage; provided, however, in the event Lessor fails to repair the Leased Premises, Easement, and/or Utility Easement within thirty (30) days, Lessee shall have the right to terminate this Lease in full or as it relates to the property so damaged without affecting its remedies permitted by law, equity, and/or this Lease. If the Leased Premises, Easement, and/or Utility Easement is

damaged for any reason other than Lessee's negligence, and if the damage does not render the Leased Premises, Easement, and/or Utility Easement substantially unusable for Lessee's intended use, rent shall not abate, but Lessor's expense, shall promptly restore the Leased Premises, Easement, and Utility Easement to their condition prior to such damage.

C. The parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be constructed neither against nor in favor of either Party, but shall be constructed in a neutral manner.

D. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by their severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the date and year first above written.

**LESSOR:**

**Copper Vista Land Company, LLC**

By: 

Name: DENNIS ALUNSD

Title: MANAGER

Date: 11/12/2024

**LESSEE:**

**Smith Bagley, Inc.**

By: 

Name: Guy Turley

Title: COO

Date: 12/12/2024

EXHIBIT A  
LEASED PREMISES



# RESULTS OF SURVEY FOR ADAMANA CELL SITE

SEC. 25, T. 19 N., R. 23 E.  
GILA & SALT RIVER MERIDIAN  
NAVAJO COUNTY, ARIZONA

## LEGEND

- SET 1/2" REBAR & CAP - RLS #19810
- FOUND 1/2" REBAR - PE #8174
- FOUND MONUMENT AS NOTED

## LEGAL DESCRIPTION

A PORTION OF LOT 196, OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 23 EAST, PER BOOK 1 OF PLATS, PAGE 38, NAVAJO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST COR OF SAID LOT 196, THENCE N 02°36'01" W, A DISTANCE OF 927.52 FEET TO THE BEGINNING  
THENCE N 90°00'00" W, A DISTANCE OF 35.00 FEET;  
THENCE N 07°00'00" E, A DISTANCE OF 45.00;  
THENCE S 07°00'00" E, A DISTANCE OF 35.00 FEET;  
THENCE S 07°00'00" E, A DISTANCE OF 45.00 TO THE POINT OF BEGINNING.

## BASIS OF SURVEY

SECTION 25, BOOK 2 OF PLAT, PAGE 38, N.C.R.

## SURVEYOR'S NOTE:

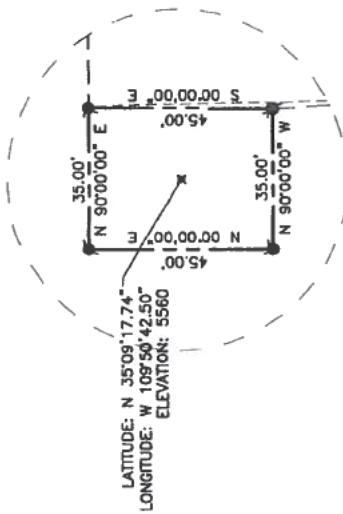
THIS DRAWING DOES NOT REFLECT ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER ENCUMBRANCES WHICH WOULD BE REVEALED BY A CURRENT TITLE REPORT.

## SURVEYORS CERTIFICATION

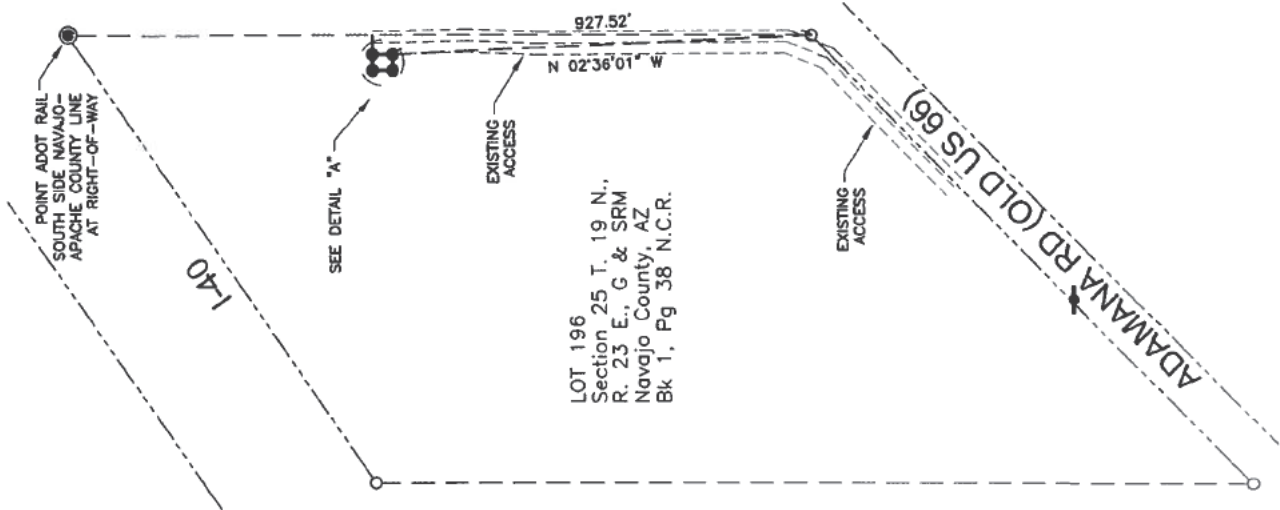
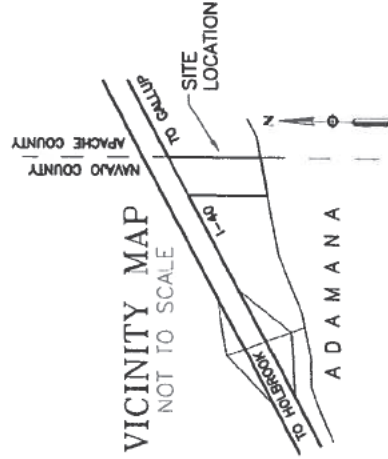
I HAROLD BALDWIN CERTIFY THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF DECEMBER, 2004 AND IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT THE SURVEY MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS SHOWN.



RESULTS OF SURVEY		FOR	
ADAMANA CELL SITE		SEC. 25, T. 19 N., R. 23 E.	
GILA & SALT RIVER MERIDIAN		NAVAJO COUNTY, ARIZONA	
ABSOLUTE SURVEYING & MAPPING, INC.		15138 N. MAIN ST. SNOWFLAKE, AZ 86507	
PH: 928-526-7971 FAX: 928-526-5627			



DETAIL "A"  
NOT TO SCALE





## Board of Supervisors Regular

1. h.

**Meeting Date:** 04/08/2025

**Title:** IGA for the lease of U.S. Department of Defense vehicle between Pinal County and Navajo County

**Submitted For:** David Clouse, Sheriff

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

**Department:** Sheriff

---

### Motion before the Board:

Intergovernmental Agreement for the lease of a U.S. Department of Defense vehicle between Pinal County and Navajo County

### Background:

Pinal County and Navajo County wish to enter into an intergovernmental agreement for the purposes of subleasing a United States Department of Defense-owned Bell Model OH-58C Helicopter for critical law enforcement operations. The agreement would commence on the date of completed execution by each party and will carry an initial term of (1) year, with a renewal option of up to four (4) additional one-year terms. Navajo County agrees to be responsible for the personnel, operating, repair, and maintenance costs arising out of its sublease and use. Additionally, Navajo County will bear the expense of transporting the vehicle and all appropriate insurance and liability coverage. The Navajo County Sheriff's Office has secured and received funding through Local Border Support funding to cover these costs, causing no financial impact to Navajo County.

---

### Attachments

IGA Helicopter Pinal & Navajo

---

### Form Review

#### Inbox

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 03/28/2025

#### Reviewed By

Brandt Clark

Kimberley Willis

#### Date

03/27/2025 02:08 PM

03/28/2025 11:53 AM

Started On: 03/25/2025 10:27 AM

When recorded return to:  
Clerk of the Pinal County Board of Supervisors  
P.O. Box 827  
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR  
LEASE OF U.S. DEPARTMENT OF DEFENSE VEHICLE  
BETWEEN PINAL COUNTY AND NAVAJO COUNTY**

This Intergovernmental Agreement (“**Agreement**”) between Pinal County, a political subdivision of the State of Arizona, (“**Pinal**”) and the Navajo County, a political subdivision of the State of Arizona, (“**Navajo**”), is for the purpose of subleasing a United States Department of Defense-owned Bell Model OH-58C Helicopter, S/N 71-20593, NSN 1520-01-020-4216, Property # 20311AZ00004, Reg # N925AZ (“**Vehicle**”) to Navajo. Hereinafter the Pinal and Navajo may be referred to individually as “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, pursuant to A.R.S. §§ 11-951, *et seq.* Pinal is authorized to enter into this Agreement on behalf of the Pinal County Sheriff’s Office and to lease property to another unit of government pursuant to A.R.S. § 11-251(9) & (58); and

**WHEREAS**, pursuant to A.R.S. §§ 11-951, *et seq.* Navajo is authorized to enter into this Agreement on behalf of the Navajo County Sheriff’s Office; and

**WHEREAS**, the Arizona Law Enforcement Support Office (“**LESO**”), on behalf of the United States Department of Defense (“**DOD**”), has authorized Pinal to sublease the Vehicle to Navajo for Navajo to perform critical law enforcement operations; and

**WHEREAS**, it is economically advantageous to the Parties to sublease this Vehicle to Navajo, in order to perform critical local law enforcement operations; and

**WHEREAS**, the Parties desire to execute this lease and the Parties have determined that there is a valid public purpose served by the vehicle sublease described herein for use by Navajo to perform critical law enforcement operations; and

**WHEREAS**, the Parties have agreed upon the terms and details contained in this Agreement and both recommend approval of this Agreement to the Pinal County Board of Supervisors and the Navajo County Board of Supervisors.

**AGREEMENT**

**NOW THEREFORE**, the Parties hereby agree as follows:

- 1. PURPOSE AND INTENT.** The purpose of this Intergovernmental Agreement is to sublease DOD-owned Bell Model OH-58C Helicopter, S/N 71-20593, NSN 1520-01-020-4216, Property # 20311AZ00004, Reg # N925AZ (“**Vehicle**”) to Navajo for critical law enforcement operations.
- 2. TRANSACTION, TERM AND RENEWAL.** Commencing on the date of execution provided on the signature page of this Agreement by the respective governing bodies of

each Party, Pinal shall sublease the Vehicle to Navajo for an initial term of one (1) year. The lease may be renewed for up to four (4) additional one-year terms by mutual written agreement of the parties. The Parties must confirm and execute mutual renewal of this Agreement in writing no later than sixty (60) days before termination of the then-current term.

3. **TERMINATION.** Except as otherwise provided herein, this Agreement shall automatically terminate immediately one year from the date of execution unless timely renewed under the terms provided herein. Either Party may terminate this Agreement at any time by providing not less than sixty (60) days' written notice of its intent to terminate to the other Party. In the event of termination Navajo waives and relinquishes any claim it may have to recoupment or reimbursement for monies spent facilitating its lease, use and possession of the Vehicle up to the date of termination. In the event Navajo is awarded ownership of the aircraft by the DOD, this agreement will immediately terminate.
4. **VEHICLE CONDITION.** Navajo hereby acknowledges and agrees that it takes the Vehicle, and any accessory, part, and addition therein and thereon and modification thereto, in 'as is' condition. By accepting possession and use of the Vehicle, Navajo, as lessee, accepts complete and full responsibility and liability for the Vehicle and agrees to indemnify, defend and hold Pinal harmless, to the maximum extent possible, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) arising out of bodily injury or death of any person or any property damage caused by or arising out of this Agreement or from Navajo's use, possession and/or lease of the Vehicle and any accessory, part, and addition therein and thereon and modification thereto. The provisions of this paragraph shall survive the termination of this Agreement.
5. **MUTUAL OBLIGATIONS.**

**A. Under this Agreement Pinal agrees to the following:**

- i. Promptly provide use and possession of the Vehicle to Navajo upon execution of this Agreement.
- ii. Cooperate in the sublease and transfer of possession of the Vehicle to Navajo within a reasonable time after execution of this Agreement.
- iii. Maintain an Equipment Custody Receipt showing that physical custody/possession of the Vehicle is with the Navajo County Sheriff's Office.

**B. Under this Agreement Navajo agrees to the following:**

- i. Navajo shall bear, at its own expense, the personnel, operating, repair, and maintenance costs arising out of its sublease and use of the Vehicle.
- ii. Navajo shall bear, at its own expense, any and all costs arising out of transporting the Vehicle to Navajo at the beginning of the sublease, any and all costs arising out of transporting the Vehicle throughout the duration of Navajo's sublease of the Vehicle, and any and all costs arising out of transporting the Vehicle to its destination at the termination of the sublease.
- iii. Navajo shall pay for and maintain all appropriate insurance and liability coverage for its lease, use and possession of the Vehicle, including, but not limited to at least \$5,000,000.00 Aircraft Liability coverage with the following endorsements: Pinal as Additional Insured; Notice of Cancellation; Breach of



- Warranty; Primary/Non-Contributory Coverage; and Waiver of Subrogation.
- iv. Navajo shall timely complete each and every performance necessary to secure and record its sublease and physical possession of the Vehicle.
  - v. Navajo shall pay any and all costs associated with securing its lease and physical possession of the Vehicle.
  - vi. Upon request, Navajo shall provide Pinal with any necessary, required or otherwise appropriate records, documentation, and information.
  - vii. Subject to the terms of this Agreement, Navajo shall supervise and manage all uses of the Vehicle.
  - viii. Navajo agrees that the Vehicle shall only be used for critical law enforcement operation uses and purposes and shall not be used contrary to applicable laws, regulations, and LESO Program terms under any circumstances.
  - ix. Navajo shall fulfill and comply with all applicable DOD and LESO requirements.
  - x. Navajo acknowledges the existence and application of the LESO program Memorandum of Agreement and the LESO program State Plan of Operation, and any amendments or addendums thereto, which are hereby incorporated into this Agreement, and Navajo agrees to comply with these governing documents as applicable.
  - xi. Pursuant to Sections 5—9 of the State Plan of Operation, and to the extent required and applicable, Navajo agrees, warrants, and represents that it: 1) has adopted requisite protocols or will adopt these protocols *before* its personnel use the Vehicle; 2) has provided requisite training or will provide this training *before* its personnel use the Vehicle; 3) will adhere to the information collection and retention requirements; and 4) will comply with all applicable annual certification requirements.

C. The Parties acknowledge and agree that Pinal's air unit mission and helicopter use(s) are materially and significantly different from Navajo's air unit mission and intended use(s) of the Helicopter. The Parties' mutual agreement under this IGA is conditioned on the Parties' acknowledgement, understanding and agreement that Navajo's intended use of the Helicopter is limited to Patrol Work, consisting of the following: occurring primarily during daylight hours; taking off from and landing on improved environment landing zones such as airports and helipads; and orbiting at higher altitudes. The overall mission complexity of Navajo's air unit Patrol Work is considered in Law Enforcement Aviation to offer lower risk than those of higher technical difficulty engaged in, at times, by Pinal.

D. No exchange of funds is expected between the Parties under this Agreement.

6. **DISPOSITION OF PROPERTY.** The Vehicle shall remain the property of the DOD and shall not be used for any purpose(s) prohibited by this Agreement, applicable laws, regulations, and the State Plan of Operation. Upon the termination of this Agreement, the Vehicle shall be returned to the DOD of the DOD's designee in the same condition in which it was first received by Navajo, with the exception of normal use and wear. For any damage or necessary repairs beyond that caused by normal use and wear, Pinal shall have the right to demand any and all such costs be paid or reimbursed by Navajo and this right shall survive the termination of this Agreement for a reasonable duration thereafter.

7. **MODIFICATIONS.** This Agreement shall not be modified, except via written addendum, mutually agreed upon and signed by both parties and shall be attached to this Agreement at such time.
8. **INDEMNITY.** Navajo (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless Pinal and the Pinal County Sheriff’s Office and their officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this Section shall survive the termination and/or expiration of this Agreement.
9. **NOTICES.** All notices to the other Party required under this Agreement shall be in writing and sent via U.S. Mail to the following:

**If to Navajo:**

Brian Swanty, Chief Deputy  
Navajo County Sheriff’s Office  
100 East Code Talkers Drive  
P O Box 668  
Holbrook, Arizona 86025

**If to Pinal:**

Matt Thomas  
Chief Deputy  
Pinal County Sheriff’s Office  
971 Jason Lopez Circ., Bldg. C  
Florence, Arizona 85132

**If to DOD:**

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State ZIP

**If to LESO:**

Sgt. Matt Van Camp  
AZ LESO State Coordinator  
Tonto Apache Police  
30 Tonto Apache Reservation  
Payson, Arizona 85541  
E: [azleso1122@gmail.com](mailto:azleso1122@gmail.com)  
P: (928) 595-4020

## 10. MISCELLANEOUS.

- A. RECORDKEEPING. Each Party is independently responsible to make, keep, maintain and transmit any records and/or reports necessitated by this Agreement. At the request of either Party, the other Party shall, within a reasonable time, provide copies of or access to the other Party's records and reports arising out of this Agreement.
- B. OTHER DUTIES IMPOSED BY LAW. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- C. WAIVER OF TERMS AND CONDITIONS. The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- D. CONFLICTS OF INTEREST. The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- E. ISRAEL BOYCOTT PROHIBITED. To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. §§ 35-393 *et seq.*, each party is not currently engaged in, and for the duration of this agreement will not engage in, a boycott of Israel.
- F. COMPLIANCE WITH CIVIL RIGHTS. The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), [Arizona Executive Order 2009-09](#), [Arizona Executive Order 2023-01](#) and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- G. COMPLIANCE WITH LAWS AND POLICIES. The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- H. RELATIONSHIP OF THE PARTIES. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the others. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- I. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts,

accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- J. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- K. NONASSIGNMENT.** Neither Party shall assign its interest in this Agreement, either in whole or in part.
- L. PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- M. SEVERABILITY.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- N. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- O. ARBITRATION.** To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each party agrees to bear its own costs of arbitration fee.
- P. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.** The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona. If any applicable arbitration fails, all claims or actions arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- Q. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof

*(signatures on following page)*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year set forth below:

**Navajo County**

**Pinal County**

By: \_\_\_\_\_

Sign

\_\_\_\_\_,

Print Name

**Member, Board of Supervisors**

By: \_\_\_\_\_

Sign

\_\_\_\_\_,

Print Name

**Member, Board of Supervisors**

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

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

Attest: \_\_\_\_\_

**CLERK OF THE BOARD**

Attest: \_\_\_\_\_

**CLERK OF THE BOARD**

**Approved pursuant to A.R.S. § 11-952(D):**

**Approved pursuant to A.R.S. § 11-952(D):**

\_\_\_\_\_  
Sign

\_\_\_\_\_,

Print Name

**Deputy Navajo County Attorney**

\_\_\_\_\_  
Sign

\_\_\_\_\_,

Print Name

**Deputy Pinal County Attorney**



## Board of Supervisors Regular

1. i.

**Meeting Date:** 04/08/2025

**Title:** Fair Housing Resolution 2025 Re-Affirming Commitment to Fair Housing

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

**Department:** Board of Supervisors

---

### Motion before the Board:

**Resolution Number 07-2025**, Reaffirming the county's fair housing policy, making known its commitment to the principle of fair housing and describing actions it shall undertake to affirmatively further fair housing in Navajo County

### Background:

As a recipient of CDBG funds, we are ensuring our community is doing its part to Affirmatively Further Fair Housing (AFFH).

---

### Attachments

2025 Fair Housing Resolution

Fair Housing Poster

---

### Form Review

#### Inbox

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 03/31/2025

#### Reviewed By

Melissa Buckley

#### Date

03/31/2025 09:55 AM

Started On: 03/26/2025 09:53 AM



## RESOLUTION \_\_\_\_-2025

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAVAJO COUNTY REAFFIRMING THE COUNTY'S FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING**

**W**HEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

**W**HEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

**W**HEREAS, fairness is the foundation of the American system and reflects traditional American values; and

**W**HEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

**N**OW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Navajo County hereby wish all persons living, working, doing business in or traveling through this county to know that:

Discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Navajo County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources, Navajo County will



assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

That Navajo County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Navajo County shall undertake the following actions to additionally "affirmatively further fair housing:"

- ❖ Navajo County will display the resolution on the county website throughout the month of April 2025.
- ❖ Navajo County will make available Fair Housing Awareness material at the Board of Supervisors Office throughout the month of April 2025.

**Passed and adopted by the Board of Supervisors of Navajo County on this 8th day of April 2025.**

---

Jason Whiting, Chairman

ATTEST:

APPROVED AS TO FORM:

---

Melissa W. Buckley, Clerk of the Board

---

Bradley Carlyon, County Attorney



**EQUAL HOUSING  
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

- |  |  |
|--|--|
| ■ In the sale or rental of housing or residential lots | ■ In the provision of real estate brokerage services |
| ■ In advertising the sale or rental of housing         | ■ In the appraisal of housing                        |
| ■ In the financing of housing                          | ■ Blockbusting is also illegal                       |

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)  
1-800-927-9275 (TTY)  
[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

**U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410**



**Board of Supervisors Regular**

**1. j.**

**Meeting Date:** 04/08/2025

**Title:** Sympathy Letters

**Department:** Board of Supervisors

---

**Motion before the Board:**

Sympathy letter to Kaitlyn Lerma (Superior Court)

**Background:**

The Board of Supervisors provides employees with sympathy letters to send them comfort and support in their time of need.

---

**Form Review**

**Inbox**

Clerk of the Board

Form Started By: Jared.Nelson

Final Approval Date: 03/31/2025

**Reviewed By**

Melissa Buckley

**Date**

03/31/2025 09:43 AM

Started On: 03/26/2025 02:25 PM



## Board of Supervisors Regular

1. k.

**Meeting Date:** 04/08/2025

**Title:** Amendment No 1 to Supplying & Delivering Liquid Asphalt Products, Contract # B24-03-011

**Submitted For:** Madhav Mundle, Public Works Director

**Submitted By:** Kathleen Outland, Procurement Trainee

**Department:** Public Works

---

### Motion before the Board:

Amendment Number 1 to Contract #B24-03-011 Supplying & Delivering Liquid Asphalt Products extending the contract one additional year from May 12, 2025 to May 13, 2026

### Background:

On May 14, 2024, the Board of Supervisors approved the Contract with Hawker & Evan Asphalt Company Inc., and Cactus Asphalt, Inc., for Contract #B20-03-031. This contract may be renewed up to four additional one-year terms. This would be the first renewal; the contractors are in concurrence and will renew with no cost increase to the current contract. Staff recommends that the contract be extended one additional year (May 14, 2025, to May 13, 2026).

---

### Attachments

Navajo County Concurrence

Cactus Asphalt Concurrence

Hawker & Evans Concurrence

Contract Amendment No 1 - Hawker & Evans

Contract Amendment No 1 - Cactus Asphalt

---

### Form Review

Inbox	Reviewed By	Date
Jeanine Carruthers	Jeanine Carruthers	03/26/2025 11:52 AM
Brandt Clark	Brandt Clark	03/26/2025 12:41 PM
Public Works Director	Madhav Mundle	03/26/2025 02:19 PM
Jeanine Carruthers	Jeanine Carruthers	03/26/2025 04:26 PM
Brandt Clark	Brandt Clark	03/27/2025 10:25 AM
Public Works Director	Madhav Mundle	03/27/2025 10:44 AM
Form Started By: Kathleen Outland		Started On: 03/26/2025 10:49 AM
Final Approval Date: 03/27/2025		

## Kathleen Outland

---

**From:** Rick Denton  
**Sent:** Tuesday, March 25, 2025 9:10 AM  
**To:** Kathleen Outland  
**Subject:** RE: Liquid Asphalt Contract - Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Kathleen I believe we are good to renew thank you!!!

---

**From:** Kathleen Outland <[REDACTED]>  
**Sent:** Thursday, March 20, 2025 3:50 PM  
**To:** Rick Denton <[REDACTED]>  
**Subject:** RE: Liquid Asphalt Contract - Renewal

Good afternoon!

When you are back in office, I am just checking in on this contract to see if you wished to renew or rebid to add new products.

### KATHLEEN OUTLAND

Procurement Trainee

Navajo County | Public Works

[REDACTED] Direct

[REDACTED]  
Teamwork – Accountability – Integrity – Excellence – Innovation



---

**From:** Kathleen Outland  
**Sent:** Thursday, March 13, 2025 8:16 AM  
**To:** Rick Denton <[REDACTED]>  
**Subject:** Liquid Asphalt Contract - Renewal

Good morning,

Our contract for liquid asphalt is up for renewal on 5/13/2025 and I wanted to check if you would like to just renew the contract? I heard there are also new products that you might want to add to the contract, we would need to rebid in order to include them if you wished to do so. Let me know when you're able to!

Thanks,

**KATHLEEN OUTLAND**

Procurement Trainee

Navajo County | Public Works

██████████ Direct

██

Teamwork – Accountability – Integrity – Excellence – Innovation





## Kathleen Outland

---

**From:** Jeff Abram <[REDACTED]>  
**Sent:** Tuesday, March 25, 2025 10:30 AM  
**To:** Kathleen Outland  
**Subject:** Re: Navajo County Liquid Asphalt Contract B24-03-011 Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

You don't often get email from [REDACTED]. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

We are good with extending the contract.

Thanks –

Jeff Abram  
[REDACTED]

---

**From:** Jeff Abram <[REDACTED]>  
**Sent:** Tuesday, March 25, 2025 10:14 AM  
**To:** Kathleen Outland <[REDACTED]>  
**Subject:** Re: Navajo County Liquid Asphalt Contract B24-03-011 Renewal

I have reached out to my supplier to see if they are good with extending, once I hear back I can let you know.

Thanks –

Jeff Abram  
[REDACTED]

---

**From:** Kathleen Outland <[REDACTED]>  
**Sent:** Tuesday, March 25, 2025 9:25 AM  
**To:** Jeff Abram <[REDACTED]>  
**Subject:** Navajo County Liquid Asphalt Contract B24-03-011 Renewal

Good morning,

Our contract B24-03-011 for Liquid Asphalt will be up for renewal on May 13, 2025. Do you agree to renew the contract for another year with us?

Thank you,

**KATHLEEN OUTLAND**

Procurement Trainee

Navajo County | Public Works

██████████ Direct

██

Teamwork – Accountability – Integrity – Excellence – Innovation



## Kathleen Outland

---

**From:** Keith Ryan <[REDACTED]>  
**Sent:** Tuesday, March 25, 2025 9:32 AM  
**To:** Kathleen Outland  
**Subject:** Re: [EXTERNAL] Navajo County Liquid Asphalt Contract B24-03-011 Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Caution: This email originated from outside of Navajo County.**

I do agree to renew the existing contract for an additional year.

“We want to earn your business “

Sent from my iPhone: Keith Ryan  
Cell: [REDACTED]

On Mar 25, 2025, at 9:25 AM, Kathleen Outland <[REDACTED]> wrote:

Good morning,

Our contract B24-03-011 for Liquid Asphalt will be up for renewal on May 13, 2025. Do you agree to renew the contract for another year with us?

Thank you,

**KATHLEEN OUTLAND**

Procurement Trainee

Navajo County | Public Works

[REDACTED] Direct

[REDACTED]

Teamwork – Accountability – Integrity – Excellence – Innovation





## NAVAJO COUNTY

### CONTRACT AMENDMENT No. 1

**SUPPLYING & DELIVERING LIQUID ASPHALT PRODUCTS, CONTRACT # B24-03-011**

**CONTRACTOR:**

Keith Ryan  
Hawker & Evans Asphalt Company Inc.  
308 S LeBaron  
Mesa, Arizona 85210

**DATE:**

March 26, 2025

**DEAR JEFF ABRAM:**

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 May 14, 2025 through May 13, 2026, unless terminated, canceled or extended as otherwise provided in the contract.


Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing below and returning as soon as possible.

<p>Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with Navajo County. If you need to make changes to your address, correct the address above and initial.</p>	<p>The above referenced Contract Amendment is hereby executed this 8th day of April 2025, at Holbrook, Arizona.</p>
<hr/>	<hr/>
<p>Signature _____ Date _____</p>	<p>Chairman, Board of Supervisors</p>
<hr/>	
<p>Typed/Printed Name and Title</p>	

 Kathleen.Outland@navajocountyaz.gov

 928-524-4100

 P.O. Box 668  
Holbrook, AZ 86025



## NAVAJO COUNTY

### CONTRACT AMENDMENT No. 1

**SUPPLYING & DELIVERING LIQUID ASPHALT PRODUCTS, CONTRACT # B24-03-011**

**CONTRACTOR:**

Jeff Abram  
Cactus Asphalt  
8211 W. Sherman St  
Tolleson, Arizona 85353

**DATE:**

March 26, 2025

**DEAR JEFF ABRAM:**

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 May 14, 2025 through May 13, 2026, unless terminated, canceled or extended as otherwise provided in the contract.


Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing below and returning as soon as possible.

<p>Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with Navajo County. If you need to make changes to your address, correct the address above and initial.</p> <hr/> <p>Signature _____ Date _____</p> <hr/> <p>Typed/Printed Name and Title _____</p>	<p>The above referenced Contract Amendment is hereby executed this 8th day of April 2025, at Holbrook, Arizona.</p> <hr/> <p>Chairman, Board of Supervisors</p>
---	---

 Kathleen.Outland@navajocountyaz.gov

 928-524-4100

 P.O. Box 668  
Holbrook, AZ 86025



## Board of Supervisors Regular

1.1.

**Meeting Date:** 04/08/2025

**Title:** Amendment #5 to Wilson & Company Prof Services Contract for Joseph City Pedestrian Imp Project

**Submitted For:** Madhav Mundle, Public Works Director

**Submitted By:** Kathleen Outland, Procurement Trainee

**Department:** Public Works

---

### Motion before the Board:

Amendment Number 5 to Wilson & Company Professional Services Contract for the Joseph City Pedestrian Improvements Project extending the contract one additional year (May 23, 2025 through May 22, 2026)

### Background:

On May 23, 2023, the Board of Supervisors approved a Professional Services Contract with Wilson & Company to prepare a set of construction documents for the Joseph City Pedestrian Improvement Project. This project will provide recommended improvements to enhance the pedestrian circulation between the two schools, Joseph City Elementary School and Joseph City JR/SR High School, and improve pedestrian crossings at specified locations. Amendment No. 5 extends the contract one additional year (May 23, 2025 through May 22, 2026).

---

### Attachments

Contract Amendment No 5

---

### Form Review

Inbox	Reviewed By	Date
Jeanine Carruthers	Jeanine Carruthers	03/26/2025 02:10 PM
Brandt Clark	Brandt Clark	03/26/2025 02:14 PM
Public Works Director	Madhav Mundle	03/26/2025 02:18 PM
Jeanine Carruthers	Jeanine Carruthers	03/26/2025 04:26 PM
Brandt Clark	Brandt Clark	03/27/2025 10:28 AM
Public Works Director	Madhav Mundle	03/27/2025 10:45 AM
Form Started By: Kathleen Outland		Started On: 03/26/2025 12:12 PM
Final Approval Date: 03/27/2025		





**NAVAJO  
COUNTY**

**CONTRACT AMENDMENT No. 5**

**CONTRACT FOR PROFESSIONAL SERVICES  
“Joseph City Pedestrian Improvements Project”**

**CONTRACTOR:**

Edward S. Cordova, P.E.  
Wilson & Company  
410 North 44<sup>th</sup> Street, #460  
Phoenix, AZ 85008

**DATE:**

March 26, 2025

**DEAR EDWARD S. CORDOVA:**

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 May 23, 2025 through May 22, 2026, unless terminated, canceled or extended as otherwise provided in the contract.


Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing below and returning as soon as possible.

<p>Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with Navajo County. If you need to make changes to your address, correct the address above and initial.</p> <hr/> <p>Signature _____ Date _____</p> <hr/> <p>Typed/Printed Name and Title _____</p>	<p>The above referenced Contract Amendment is hereby executed this 8th day of April 2025, at Holbrook, Arizona.</p> <hr/> <p>Chairman, Board of Supervisors</p>
---	---

 Kathleen.Outland@navajocountyaz.gov

 928-524-4100

 P.O. Box 668  
Holbrook, AZ 86025



## Board of Supervisors Regular

1. m.

**Meeting Date:** 04/08/2025

**Title:** Wilson & Company Starlight Pavement Reconstruction Final Design Project, Contract Amendment No. 2

**Submitted For:** Madhav Mundle, Public Works Director

**Submitted By:** Kathleen Outland, Procurement Trainee

**Department:** Public Works

---

### Motion before the Board:

Wilson & Company, Starlight Pavement Reconstruction Final Design Project, Contract Amendment No. 2 extends the contract for six additional months (May 23, 2025 through November 22, 2025)

### Background:

Contract Amendment No. 2 to the Wilson & Company Starlight Pavement Reconstruction Final Design Project extends the contract for six additional months (May 23, 2025 through November 22, 2025) to allow for completion of construction on the project. Staff recommends approval of Contract Amendment No. 2.

---

### Attachments

Contract Amendment No 2

---

### Form Review

#### Inbox

Jeanine Carruthers

Brandt Clark

Public Works Director

Form Started By: Kathleen Outland

Final Approval Date: 03/27/2025

#### Reviewed By

Jeanine Carruthers

Brandt Clark

Madhav Mundle

#### Date

03/26/2025 03:53 PM

03/27/2025 10:28 AM

03/27/2025 10:45 AM

Started On: 03/26/2025 01:47 PM



## NAVAJO COUNTY

### CONTRACT AMENDMENT No. 2

#### CONTRACT FOR PROFESSIONAL SERVICES “Starlight Pavement Reconstruction Final Design Project”

**CONTRACTOR:**

Edward S. Cordova, P.E.  
Wilson & Company  
410 North 44<sup>th</sup> Street, #460  
Phoenix, AZ 85008

**DATE:**

March 26, 2025

**DEAR EDWARD S. CORDOVA:**

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 May 23, 2025 through November 22, 2025, unless terminated, canceled or extended as otherwise provided in the contract.


Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing below and returning as soon as possible.

<p>Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with Navajo County. If you need to make changes to your address, correct the address above and initial.</p> <hr/> <p>Signature _____ Date _____</p> <hr/> <p>Typed/Printed Name and Title _____</p>	<p>The above referenced Contract Amendment is hereby executed this 8th day of April 2025, at Holbrook, Arizona.</p> <hr/> <p>Chairman, Board of Supervisors</p>
---	---

 Kathleen.Outland@navajocountyaz.gov

 928-524-4100

 P.O. Box 668  
Holbrook, AZ 86025

**Board of Supervisors Regular****1. n.**

**Meeting Date:** 04/08/2025  
**Title:** Individual Tax Exemptions with waiver  
**Submitted By:** Marlene Sample, Chief Deputy Assessor  
**Department:** Assessor

**Motion before the Board:**

Tax exemptions filed pursuant to ARS §42-11153 as a Request for Redemption of Waiver

**Background:**

Background: Pursuant to ARS §42-11153, "If a widow, widower or disabled person whose property is exempt from tax under section §42-1111, the person may have the waiver redeemed by the County Board of Supervisors at any regular meeting, except that no taxes that were due and payable before the petition was submitted may be refunded or abated." The following applications for tax exemption were filed past the March 1 deadline, therefore, pursuant to ARS 42-11153, a "Request for Redemption of Waiver" has been signed by each of the following:

Allen Suzanne B 202-11-369BN	Archuleta Della A 202-11-302
Birdno Janette 210-04-045	Bullard Brady 202-22-001R
Clark Stephanie L 210-35-015A	Davis Mary L 212-79-034
DeSpain Jodie 109-22-290	Keams Margaret 107-09-016E
Keeler James B 205-47-023	Kujawa Laura 212-50-018
Lara Diane L 210-16-069A	Lenhardt David A 212-43-066C
Lindquist Jeremy L 212-10-062	Lopez Jennie 103-17-032 & 103-17-033
Mallett Gary G 309-29-072A	McCawley Charles K 205-21-005F
Pew Michael D 210-09-009	Richardson Edith M 403-60-010
Toney Alta 202-42-026B	Begay Madeline 107-14-039H
Clark Doylean 404-42-007H	Dougall Richard 303-01-080
Fletcher Stephanie 206-08-026	Fossiano Wendy 205-43-01
Gallegos Katherine 109-17-029	Harrell Judith F 202-06-016
Koonce Tammy 103-16-118	Lewis Karen Lee 304-29-296, 304-29-299
Reed Gary 311-30-057	Ward Selina 206-03-203A
Wauneka Charlene 109-19-323C	Zehrung Annarae F 109-18-199
Hilliard Julia A 403-05-307	

**Form Review****Inbox**

Assessor

Form Started By: Marlene Sample

Final Approval Date: 03/31/2025

**Reviewed By**

Michael Montandon

**Date**

03/31/2025 08:38 AM

Started On: 03/20/2025 03:32 PM

**Board of Supervisors Regular****1. o.****Meeting Date:** 04/08/2025**Title:** Resolution for Heber-Overgaard Community Food Bank**Submitted By:** Kenichi Maruyama, Strategic Initiatives Manager**Department:** Administrative Services**Division:** Finance

---

**Motion before the Board:**

**Resolution Number 08-2025**, supporting the Heber-Overgaard Community Food Bank to apply for the 2025 Gila River Indian Community grant opportunity

**Background:**

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 is the sharing of gaming revenues with the State, allowing a portion of the shared revenue to be retained and distributed by a tribe itself. The Gila River Indian Community (GRIC) funds Arizona municipalities in providing government services in the areas of economic development, education, healthcare, public safety and transportation.

Non-municipal public service organizations (such as public schools, fire districts, etc.), and non-profit organizations that have tax-exempt status from the IRS, are eligible to apply however must partner with a municipality for application submission and must provide services that benefit the general public in or around that municipality. According to the GRIC funding guidelines, a resolution from the city, town, or county governing body is required. The resolution will serve as the municipality's intent to accept any awarded funds and to use them in accordance with the application.

Heber-Overgaard Community Food Bank plans to request funding (\$22,700) from GRIC for the purchase of exterior doors, shelving and refrigeration units to outfit the new space.

---

**Fiscal Impact****Fiscal Year:****Budgeted Y/N:** N**Amount Requested:** 0**Fiscal Impact:**

There is no fiscal impact to the County.

---

**Attachments**

Resolution

HOCFB grant application

---

**Form Review****Inbox**

Finance Director

**Reviewed By**

Jayson Vowell

**Date**

03/27/2025 05:26 PM

Form Started By: Kenichi Maruyama  
Final Approval Date: 03/27/2025

Started On: 03/27/2025 04:48 PM





## RESOLUTION \_\_\_\_-25

### **A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS TO ACCEPT GRANT FUNDING FROM THE GILA RIVER INDIAN COMMUNITY FOR HEBER-OVERGAARD COMMUNITY FOOD BANK**

**WHEREAS**, Heber-Overgaard Community Food Bank addresses food insecurity for people in need in the Heber-Overgaard area and surrounding communities, providing food assistance to local residents who self-identify as food insecure. The Food Bank plans to upgrade its space with the installation of exterior double doors, shelving, and walk-in refrigerator. The improvement will allow for more efficient food distribution and meet an increasing need in our communities.

**WHEREAS**, Heber-Overgaard Community Food Bank went through a detailed process of researching, drafting, compiling, and processing all the necessary materials to complete the grant being proposed to the Gila River Indian Community, and the Navajo County Board of Supervisors, acting as the sponsoring entity of the grant, encourages and supports this type of proactive work; and

**WHEREAS**, the grant application completed by Heber-Overgaard Community Food Bank fulfills the priority areas identified by the Gila River Indian Community for awarding such types of grants to 501(c)(3) non-profit organizations, as this grant proposal will serve the needs of Heber-Overgaard Community Food Bank in the State of Arizona; and

**WHEREAS**, it is the desire of the Board of Supervisors to support and accept the awarded grant for Heber-Overgaard Community Food Bank by the Gila River Indian Community; and

**WHEREAS**, it is the desire of the Board of Supervisors to offer their appreciation to the Gila River Indian Communities for their generosity in offering these grant opportunities to food banks located within the State of Arizona; and

**WHEREAS**, the Gila River Indian Community grant application process requires a resolution from the Navajo County Board of Supervisors for the grant application to be awarded.

**NOW, THEREFORE, BE IT RESOLVED** that the Navajo County Board of Supervisors does hereby lend its full support and approval, and accepts the awarded amount of the grant, as the sponsoring entity for Heber-Overgaard Community Food Bank, by the Gila River Indian Community for the purchasing of exterior doors, shelving and refrigeration units to outfit the new space.

**PASSED, ADOPTED AND APPROVED** by the Navajo County Board of Supervisors on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason E. Whiting, Chairman of the Board

**ATTEST:**


\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



## Gila River Indian Community Grant Application Grant Cycle 2024

### Cover Sheet

Click field or use up/down arrow keys to move among fields

Municipality Information		
1. Date of Application: 3/11/2025		
2. Name of City, Town or County: Heber-Overgaard		
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Navajo county board of supervisor - <b>Daryl Seymore</b>		
4. Mailing Address: P.O. Box 668 Holbrook, AZ 86025		
5. City: Holbrook	State: Arizona	Zip Code: 85928
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Click here to enter text. Email Address: Click here to enter text. Signature:		
Applicant Information		
7. Department/Organization Name: Heber-Overgaard Community Food Bank		
8. Select Organization Type: 501c3 Non-Profit  If Non-profit please attach IRS Determination Letter		
9. Application Contact Person: Dick Bradford Title: President		
10. Phone Number: 480-321-5831		
11. Mailing Address: po box 3058		
12. City: Overgaard	State: Arizona	Zip Code: 85933
13. Email Address: <a href="mailto:hofoodbank@gmail.com">hofoodbank@gmail.com</a> Website Address: <a href="https://sites.vivory.org/heber-overgaard-community-food-bank/overgaard-az/6498">https://sites.vivory.org/heber-overgaard-community-food-bank/overgaard-az/6498</a>		
Project Information		
14. Project Name: Upgrade rental space to allow for efficient food bank distribution		
15. Purpose of Grant: We recently were able to rent space to allow up to store and distribute food more often. The costs requested are to add single 5 ft doors, shelving and a walk in refrigerator to allow us to keep produce and distribute throughout the month		
16. Priority Funding Area	Project does not fall within these categories	
17. Annual amount requested	\$22,700	
18. Number of years that funding is requested	1	
19. Total amount requested (annual amount x number of years)	\$22700	
20. Has your organization received past funding from GRIC? If yes, list each year and amount	no	
21. Geographic area served	Navajo County	
For Office Use Only:		
Data Entry	Receipt	Evaluation
<input type="checkbox"/> Approval – Amount/Term		<input type="checkbox"/> Denial



*Gila River Indian Community Grant Application  
Grant Cycle 2024*



## *Gila River Indian Community Grant Application Grant Cycle 2024*

### Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe your organization's history, mission and goals.

HOCFB is an all-volunteer 501c3 LLC; Arizona state Qualified charity for the working poor (QCO). We are a partner agency of the United Food Bank(UFB). We conduct drive and purchase supplemental food beyond what is provided by UFB.

Recipients drive through on the 2nd Wednesday and 3rd Monday when United Food Bank delivers food to us. We do not have the physical space to store food to distribute at other times.

The need for support of individuals and households experiencing food insecurity has grown to a point that we need more space for storage of food and equipment. Four years ago, we served 80 emergency food bags('EFB'). We are currently serving 300('EFB's), plus 70 Senior boxes. Since the area we support has 22% under the poverty line, we expect the need to continue and grow.

2. To determine eligibility for this grant, if the applying organization is non-municipal or non-profit, please describe your relationship with the supporting municipality, how this project will benefit the municipality, and the municipality's role in this project, if applicable. If the applying organization is a municipality or a municipal sub-division please enter the text "Not applicable" and go to item 3.

We support Heber Overgaard which is in unincorporated Navajo County

3. Describe the proposed project, objectives, and your plan to implement.

We are able to recently rent space which will allow us to expand the number of days and the number of people needing food assistance. We need approx. \$22700 one time assistance to purchase exterior doors, shelving and refrigeration units to outfit the new space.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

This provides healthy food to low income families, veterans, individuals who are food insecure. Food insecurity affects healthcare and my other aspects of living. If people are not eating properly, they will suffer from poor health care and other impacts.



## *Gila River Indian Community Grant Application Grant Cycle 2024*

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

Heber-Overgaard is has approximately 3000 full time residents in the rural unincorporated area. The Poverty rate is over 25%. According to the Northern Arizona report, 19% of Navajo county suffers from Food Insecurity, including 27.3% of Children. We currently serve about 300 people a month (10% of the population). We know there we are serving only 50% of people that need our assistance. This is mostly due to our limited hours. Providing more hours will help us serve more people. By providing healthy food to more people; these residents can focus on education, housing , utilities and other health care needs.

6. Define the project as a new or continuing program. Has GRIC previously funded this project?

The larger rental piece is new and much larger, we are currently using a small garage to distribute twice a month for 2 hours ( 4 hours in total). All the food is distributed as we get it and mostly done outdoors. We are limited today what food to store. Expanding our space will allow us to provide healthy food more often and to people who cannot come in the current limited hours.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

The start of our lease is May 2025, we will be outfitting the space as best we can in the initial months.

8. Identify other organizations, partners or funders participating in the project and their roles.

We are working with Heber-Overgaard Community Resouce Center to help provide the lease space . They provide a 24 x 7 support line and often refer people to us the Food Bank for ongoing food insecurity. Heber Overgaard Support services is another Non profit also refers people to our group that need ongoing assistance. The Rim Country Senior center ensures that Seniors are aware of on services as well. We also work with the American Legion to reach out to veterans. Most of these groups refer people to us. We are working to ensure these other group also understand our funding needs to continue to support the community.

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?





## *Gila River Indian Community Grant Application Grant Cycle 2024*

Yes, we will be able to use any funding to outfit the space. Our volunteers today do amazing work with what little we have.

10. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

We are part of AZgives , AZGiving machine and received our QCO certification. We are in a caring community and often ask for the communities support. As we move to this larger space, we need more support than in the past, so will need to continue to work various groups and individuals for funding.

These are one time costs to allow us to more efficiently provide and store food that is delivered to us by United Food Bank. It will allow us to be open more hours; more flexibility for our needy families.

We will continue to fund raise as we have in the past to fund the increased operational expenses.

We are ensuring the community knows both the need and the tax benefits of donating.

11. Describe your plan to document progress and results.

As we move in to our space, we will determine what storage we have and what is needed to expand. We are certain we need 5 ft wide door; more shelves and refrigeration. We may not be able to afford everything initially. But will prioritize needs and costs. Currently, we are getting estimates for this work from multiple sources.

12. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

We have not had any tribal support for the past 5 years.



## Gila River Indian Community Grant Application Grant Cycle 2024

### Project Budget

Budget Period: [Click here to enter text.](#)

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind contributions	Total Budget
1. Shelving	700	150	\$0	850
2. Walk in refrigerator	\$18000	\$5000	\$0	23000
3. Install 5 ft wide	4000	2000	\$0	6000
4. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
5. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
6. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
7. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
8. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
9. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
10. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
11. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
12. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
13. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
14. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
15. <a href="#">Click here to enter text.</a>	\$0	\$0	\$0	\$0
Total Budget	22700	7150	\$0	29850



## *Gila River Indian Community Grant Application Grant Cycle 2024*

### Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. Shelving – we will need 7 of the following type of shelving to store food as distributed from ufb. We estimate 2 inside the walk in cooler and 5 outside for shelf stable items. In addition to the 7, we have purchased 3 used shelving units. Bringing the total to 10.

[https://www.amazon.com/dp/B0CTWTPBVJ?ref=cm\\_sw\\_r\\_cso\\_em\\_apan\\_dp\\_VX4KCHJAEQG48HQ1S9Z7&ref=cm\\_sw\\_r\\_cso\\_em\\_apan\\_dp\\_VX4KCHJAEQG48HQ1S9Z7&social\\_share=cm\\_sw\\_r\\_cso\\_em\\_apan\\_dp\\_VX4KCHJAEQG48HQ1S9Z7&th=1](https://www.amazon.com/dp/B0CTWTPBVJ?ref=cm_sw_r_cso_em_apan_dp_VX4KCHJAEQG48HQ1S9Z7&ref=cm_sw_r_cso_em_apan_dp_VX4KCHJAEQG48HQ1S9Z7&social_share=cm_sw_r_cso_em_apan_dp_VX4KCHJAEQG48HQ1S9Z7&th=1)

2. Walk in coolers. We have getting multiple estimates but in general, we are looking at the size in the link below. While we could use individual refrigerators; a walk in would allow us more easily load. Because we are working in a small rural area we are estimate the install cost to be higher than an urban area. Our local organization would raise the money for installation. A walk in is needed because we sometimes get many pounds of produce from united food bank . Today, we only have one normal size refrigerator. A walk in refrigerator would allow us to store produce so we do not have to distribute all in a short period of time. We strive to provide produce is important to provide our customers health.

<https://www.webstaurantstore.com/norlake-klb1012-c-kold-locker-10-x-12-x-6-7-indoor-walk-in-cooler/596KLB1012C.html>

3. Wide – 5 ft doors allow for us to efficiently move food delivered by united Food bank into our space. Most of the food comes in pallets. Without a wide door, we will need to unload the pallets before bringing in. We are estimating \$2000 for doors and \$4000 to install.

4. Click here to enter text.

5. Click here to enter text.

6. Click here to enter text.

7. Click here to enter text.

8. Click here to enter text.

9. Click here to enter text.

10. Click here to enter text.



## *Gila River Indian Community Grant Application Grant Cycle 2024*

11. Click here to enter text.

12. Click here to enter text.

13. Click here to enter text.

14. Click here to enter text.

15. Click here to enter text.

Other explanation: Click here to enter text.

**To ensure a complete application and proper submission please refer to the Grant Application Instructions.**



**Board of Supervisors Regular**

**1. p.**

**Meeting Date:** 04/08/2025

**Title:** NC BRMS Master Service Agreement Annual Renewal Revised;

**Submitted For:** Eric Scott, HR Director

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

**Department:** Administrative Services

**Division:** Human Resources

---

**Motion before the Board:**

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Master Service Agreement between Navajo County and Benefits & Risk Management Services Inc. Annual Renewal; Statement of Work between CDW Government LLC and Navajo County for the addition of Copilot for M365 licenses

**Background:**

1. BRMS Master Service Agreement Annual Renewal Revised
2. CDW-G SOW for Copilot M365 License

---

**Attachments**

BRMS Master Service Agrmnt  
CDW-G SOW Copilot M365

---

**Form Review**

Form Started By: Melissa Buckley  
Final Approval Date: 03/21/2025

Started On: 03/21/2025 03:03 PM

## MASTER SERVICE AGREEMENT

This Cover Page, including the Summary of Basic Terms below, together with the attached General Terms and Conditions and the Schedules thereto (the "Terms"), set forth the entire agreement of the parties with respect to services to be provided by Benefit and Risk Management Services, Inc. ("BRMS") to below-named Employer (this "Agreement").

### Summary of Basic Terms

Any capitalized terms not defined in this Cover Page shall have the meaning ascribed to them in the Terms in the attached General Terms and Conditions, unless the context clearly establishes a different meaning.

**Employer:** Navajo County


**Service Effective Date:** 1/1/2025

BRMS Administrative Services:			
Medical Claims Administration	<input checked="" type="checkbox"/>	MyHealthBenefits <i>Self-Funded Plans Only</i>	<input checked="" type="checkbox"/>
Dental Claims Administration	<input type="checkbox"/>	HR/Payroll Data Exchange	<input checked="" type="checkbox"/>
Vision Claims Administration	<input type="checkbox"/>	COBRA Administration	<input checked="" type="checkbox"/>
Care Management	<input checked="" type="checkbox"/>	FSA Administration	<input type="checkbox"/>
Consolidated Billing <i>Self-Funded Plans Only</i>	<input checked="" type="checkbox"/>	HRA Administration	<input type="checkbox"/>

NOW, THEREFORE, intending to be bound, the parties have executed this Agreement by and through their authorized representatives as set forth below:

**Navajo County**

Date: 03/15/2025

By:   
Bryan Layton (Mar 15, 2025 10:54 PDT)

Printed Name: Bryan Layton

Title: County Manager

Address: PO Box 668

Holbrook, AZ 86025

**Benefit & Risk Management Services, Inc.**

Date: 03/20/2025

By: 

Printed Name: Matthew Schafer

Title: Chief Executive Officer

Address: 80 Iron Point Circle, Suite 200

Folsom, California 95630

## General Terms and Conditions

Employer hereby engages Benefit & Risk Management Services, Inc. ("BRMS") and BRMS hereby accepts such engagement by Employer to perform the Services to be provided under this Agreement. BRMS is hereby authorized to do all things necessary to carry out the terms, purposes and conditions of this Agreement and to perform the Services. In connection with the execution of this Agreement or subsequent thereto, the parties may mutually execute Schedules describing additional or complimentary Services to those described in these Terms. Such Schedules are hereby incorporated into this Agreement and made part of this Agreement as though fully set forth herein.

These Terms and Conditions (these "Terms") are made as of the Effective Date by and between BRMS and the Employer indicated on the attached Summary of Basic Terms in the Cover Page (the "Summary"). Any capitalized terms not defined in these Terms shall have the meaning ascribed to them in the Summary.

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the capitalized terms in this Section will have the meanings ascribed to them below.

- 1.1 "Administrator" means the person, corporation or organization, including, Employer, appointed from time to time by Employer, who is responsible for the day-to-day functions and management of the Plan. The Administrator is Employer, or another third party appointed by Employer unless BRMS has expressly undertaken the role of Administrator as part of the Services.
- 1.2 "Claim" means a request by a Covered Person to receive benefits under the Plan.
- 1.3 "Claimant" means an individual who makes a Claim.
- 1.4 "COBRA" means the Consolidated Omnibus Budget Reduction Act of 1985 as amended, and the regulations promulgated thereunder.
- 1.5 "Continuation Coverage" means the continued group health care coverage required by COBRA as to employers employing greater than a designated number of persons.
- 1.6 "Covered Person" means any employee or dependent entitled to benefits under the terms of the Plan.
- 1.7 "Effective Date" means the effective date of this Agreement as set forth in the Summary.
- 1.8 "Employees" means all employees of Employer as defined under the terms of the Plan.
- 1.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated there under.
- 1.10 "Funds" means any and all assets and earnings of the Plan.
- 1.11 "HIPAA" means the federal Health Insurance Portability and Accountability Act of 1996 as amended, and the regulations promulgated thereunder.
- 1.12 "Plan(s)" means any of the insurance benefits programs arranged by Employer and listed on the Summary, as they may be amended or modified in writing from time to time.
- 1.13 "Qualified Beneficiaries" means any individual who, one (1) day before the occurrence of a Qualifying Event (as defined below) is covered under the Plan in one of the following capacities:
  - (i) Spouse of the covered Employee; (ii) dependent child of the covered Employee; (iii) retired Employee; or (iv) self-employed individual, independent contractor or corporate director.
- 1.14 "Qualifying Event" means a loss or reduction of group health plan coverage due to: (i) death of an Employee; (ii) voluntary or involuntary termination of employment of an Employee (other than for gross misconduct); (iii) divorce or legal separation of an Employee; (iv) reduction in the hours of an Employee; (v) entitlement of an Employee to Medicare coverage; (vi) dependent child ceasing to be dependent child under the terms and conditions of the Plan; or (vii) Employer's filing of a Chapter 11 bankruptcy petition (or such other events listed in Section 4980B of the Code).



- 1.15 "Run-In Claims" means Claims that are incurred but unreported and/or unpaid as of the effective date of this Agreement.
- 1.16 "Run-Out Claims" means Claims that are incurred but unreported and/or unpaid as of the effective date of termination of this Agreement.
- 1.17 "Schedule" means an addendum, exhibit or other attachment to this Agreement which references this Agreement and describes particular Services to be provided by BRMS to Employer.
- 1.18 "Services" means the services to be provided by BRMS to or on behalf of Employer as described in this Agreement, including the Schedules hereto.
2. **Plan Administration Services.** With respect to the administration of the Plan, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 2.1 Documents and Forms. BRMS shall design, prepare and cause to be printed and supplied to Employer the documents and forms which are necessary for the administration of the Plan. Any expense incurred in the printing of such documents and forms (including plan booklets and summary plan descriptions) shall be an expense of the Plan.
- 2.2 File Maintenance. Utilizing information provided by Employer, BRMS shall establish and maintain (i) eligibility files based upon the information provided by Employer and (ii) records of all participating Employees and their dependents (including retirees, COBRA participants and the student status of dependents if such services are elected by Employer) in accordance with the Plan.
- 2.3 Eligibility Processing. With respect to eligibility for participation in the Plan, BRMS shall have the following responsibilities:
- (a) BRMS shall communicate eligibility for the Plan to Employees who have elected to receive benefits from such Plan. Such communication may include electronic transfer of data, faxing or mailing of enrollment forms or copies of enrollment forms, electronic-mail of pertinent eligibility information and / or telephone communications. It is noted that the communication of eligibility may at times require research and resolution of discrepancies, including reconciliation of monthly reports and bills with carrier information and other auditing tools as required.
  - (b) BRMS shall maintain Employee eligibility under groups, divisions or branches using a separate location status identifier, provided each such group, division, or branch is provided to BRMS by Employer.
  - (c) BRMS shall follow any guidelines or limitations of the Plan, provided such guidelines or limitations have been provided to BRMS by Employer. Examples of such guidelines and limitations are: eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change guidelines.
  - (d) BRMS shall furnish the eligibility and payment information to Employer for auditing purposes upon the request of Employer.
- 2.4 Government Reports. Upon request, BRMS will provide to Employer data regarding disbursements for administrative charges and other expenses of the Plan necessary for Employer's preparation of reports, tax returns, statements or other documents required to be filed by Employer with any local political subdivision, state government or federal government, including, all reports required to be filed pursuant to ERISA. However, Employer shall be solely responsible for the preparation and filing of any annual reports required by ERISA (including on IRS Form 5500) and BRMS shall not be responsible for the preparation and filing of such annual reports, unless BRMS specifically assumes such responsibility in a written agreement.

- 2.5 Premium Trust Account. Upon request, BRMS will provide assistance to Employer in Employer's efforts to develop an accounting policy for the Premium Trust Account designed to make contributions to the Premium Trust Account to ensure that sufficient funds are available to meet the obligations of the Plan. It shall be the responsibility of Employer to determine if changes in the accounting policies for the Premium Trust Account are needed and/or appropriate.
- 2.6 Not Administrator. It is understood that BRMS is not and will not be treated as the Administrator or sponsor of any Plan for ERISA and all other purposes. BRMS is not a provider of health care services or benefits. Except as specifically set forth in this Agreement, BRMS shall have no responsibility or liability to any person for premiums of any Plan, or for payment of premiums or costs for any Plan provided by a third party.
- 2.7 Medical Expense Audits. BRMS, with notice to Employer, shall be authorized to incur expenses to validate the charges of medical providers, including hospitals. BRMS may hire a third party medical expense auditor in connection with such validation. The cost of auditing the charges of medical suppliers under this Section shall be deemed an expense of the Plan. These costs will be applied toward any stop-loss provision of the Plan.
- 2.8 Access to Eligibility Data. BRMS agrees to allow and provide Employer complete and total access to Covered Person's eligibility data for the purpose of providing consulting assistance and customer service functions. Any and all available reports requested by Employer's designated agent shall be provided in a timely manner and in accordance with applicable state and federal privacy regulations.
- 2.9 Audit. Should the Plan be the subject of a Department of Labor audit or any audit or investigation by any federal or state government or any agency thereof, BRMS is specifically authorized by Employer to cooperate with any such audit or investigation.
- 2.10 Disclosure. In addition to the fees and reimbursement otherwise payable to BRMS under this Agreement, BRMS may receive other fees or revenue. In negotiating or obtaining any of these amounts BRMS is acting on its own behalf and not for the benefit of or as agents for any Employer, Account or Member.
- 2.11 Record Keeping.
- (a) Plan Record Availability. BRMS will make copies of any Plan records and documents in its possession available to Employer upon request. Alternatively, BRMS shall permit authorized representatives of Employer, at reasonable times, to have access to, examine, and make copies of, such records and documents, at Employer's expense.
  - (b) Third Party Requests. Should copies of Plan records or documents be requested by any Employee, Covered Persons, court or governmental agency, BRMS will notify Employer of the request.
  - (c) Duplicating Charges. BRMS reserves the right, in its sole and absolute discretion, to condition the making of any copies on its advance receipt of its customary copying charges. Notwithstanding any of the foregoing, any examination or copying of any Covered Persons' records shall be carried out in accordance with applicable law.
  - (d) Record Retention. Upon the termination of this Agreement, BRMS shall have the option of retaining its copies of such records and documents for a period of three (3) years, or delivering them to Employer. In no event will BRMS intentionally destroy its copies of any Plan records or documents without first notifying Employer by regular mail, sent to Employer's last known address, and providing Employer at least thirty (30) days within which to request that such copies be delivered to Employer at Employer's cost.
3. Claims Administration Services. With respect to the administration, processing and payment of Claims, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:

- 3.1 Claim Receipt. BRMS shall accept any Claim from Employer which shall be made in the manner prescribed by the Plan and upon the form or forms provided or approved by BRMS.
- 3.2 Eligibility Determination. BRMS shall determine eligibility of a Claim for the payment of benefits including, as necessary and in the sole discretion of BRMS, investigation and verification of any statements contained in the Claim.
- 3.3 Claim Payment. BRMS shall make payment from the Funds for Claims payable according to the Plan. Where authorized by the Plan, BRMS may make such payments to: (i) the Employee on behalf of a dependent, or (ii) to any physician, hospital, nurse or other medical supplier providing services to or on behalf of any Covered Person if there is an assignment of benefits executed by such Covered Person.
- 3.4 Claim Processing. BRMS shall complete Claim processing, determination and payment within a reasonable time of receipt of the Claim, taking into consideration of the timing and volume of Claims submitted and the factors reasonably affecting the ability of BRMS to process Claims.
- 3.5 Inadequate Funds. In the event that Funds adequate to allow payment of one or more Claims shall not be made available by the Plan at the time payment is due, BRMS shall have no responsibility to make any payment with regard to such Claims unless and until sufficient funds are made available.
- 3.6 Monthly Reporting. Within thirty (30) days after the last day of each calendar month, BRMS shall send Employer a written report setting forth all disbursements of Funds made by BRMS in payment of Claims during the preceding calendar month. The report shall include a separate statement indicating payments made to or on behalf of dependents (as defined by the Plan) of Employees during the same month.
- 3.7 Claim Denial. BRMS may deny any Claim if BRMS determines that such Claim or Claimant is not eligible for benefits under the Plan and/or any guidelines provided by Employer. In the event of a denial of any Claim, BRMS shall provide written notice to the Claimant setting forth the specific reason or reasons for such denial, including such other information as is required by the Plan or applicable law to be provided, with a copy of such notice to the representative of Employer designated to receive such notices. A Claimant whose Claim has been denied shall be afforded any rights of appeal or other review process provided under the terms and conditions of the Plan or applicable law.
- 3.8 Claim Compromise. Upon direction of Employer, BRMS shall compromise and adjust any disputed Claim or application for benefits previously denied. However, any Claim so compromised or adjusted upon the direction of Employer may be considered as paid outside the coverage of the applicable excess risk policy of insurance and, if so, shall be the sole responsibility of Employer, except within provisions of the No Surprises Act.
- 3.9 Final Appeals. If BRMS is engaged to perform such services, Employer understands that BRMS will act on Employer's behalf to make claims determinations on final internal appeals. BRMS is hereby authorized to receive post-service final appeals from Employer or Covered Person on behalf of the Plans that BRMS services, and issue a non-binding recommendation for claim payment eligibility in accordance with the terms of the Plan, plan document, reports and applicable law (in light of the facts and information submitted by and to the Parties). Directives issued by BRMS, applicable to post-service final appeals only, shall be non-binding upon the Plan, shall only constitute a recommendation, and are not intended to carry the weight and authority of a fiduciary determination. Any other guidance, advice, direction, consultation, or other service provided by BRMS shall be deemed to be in a non-fiduciary capacity. Employer acknowledges that the Employer or its Plan agrees to comply with all legal requirements related to the claims processing and be financially responsible for Payable Claims.
- 3.10 Run Out Claims. The Employer and BRMS mutually agree that BRMS will continue to process run out Claims for a period of twelve (12) months (the "Run-Out Period"). The terms of the Agreement shall continue to apply insofar as applicable for the Run-Out Period. The Employer may determine the claims

run-out payment terms as listed below. Such Services shall be provided for a fee to be determined on the basis of the following:

- (a) BRMS shall be paid six (6) months of the "Average Monthly Total Compensation" for Administration Services, for twelve (12) months of all Claims Administration Services, payable on or before the start of the run-out period
- (b) The "Average Monthly Total Compensation" shall consist of the total of all Administration Services, commissions or other compensation received by BRMS with respect to this Agreement during the last twelve (12) months of this Agreement, divided by twelve (12).
- (c) If the run-out period extends beyond the twelve (12) month period, BRMS's fee shall be fifteen dollars (\$15) per claim processed.

4. **Care Management.** With respect to the plan administration, BRMS may be asked to engage in Care Management services. The services available to the Employer are listed within the following Section, however not all services may be elected. All benefits, services and products are subject to the provisions of the plan.

4.1 Administrator shall provide utilization review services, including (i) provision of the notification process for inpatient admissions, outpatient surgeries, outpatient psychiatric day treatment and/or chemical dependency and other treatments or procedures provided for under the terms of the Plan Documents, (ii) pre-admission review, outpatient surgical review, outpatient psychiatric day treatment and/or chemical dependency center review and discharge planning, (iii) medical and large case management for catastrophic illness or injury; (iv) disease management for asthma, diabetes, depression, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease; (v) maternity management; (vi) comprehensive physician review of clinical records for denials or appealed notifications as necessary; (vii) and pharmaceutical physician peer review as necessary. The Disease/Maternity Management Program will provide services for (i) identifying employees with disease or condition subject to management; (ii)

4.2 Employee's eligibility in the program will be based upon current eligibility with the health plan, existence of a chronic condition that could be improved through education and lifestyle changes, benefit payment of \$1000 and or disease stage code of 1, 2, or 3, and existence of co-morbid conditions.

4.3 Participants may decline participation or disenroll from disease management programs by contacting the Administrator.

4.4 Participants have the right to receive information regarding changes in or termination of disease management services. Participants have the right to decline participation, revoke consent, or terminate participation at any time in disease management services. Participants who elect to enroll in the disease management program have the potential of receiving health benefits that could include (i) daily monitoring and improved outcomes as prescribed; (ii) consistent use of prescribed medications.

5. **Cost Containment.** With respect to the plan administration, BRMS may be asked to engage in Cost Containment services; wide-ranging programs to improve health outcomes while lowering costs. The services available to the Employer are listed within the following Section, however not all services may be elected. All benefits, services and products are subject to the provisions of the plan.

5.1 Coordinate inpatient and outpatient hospital and professional fee negotiation services for the Plan Sponsor. A separate fee will be charged for this service. The separate fee for fee negotiation services will be payable by the Plan Sponsor to the Administrator.

5.2 Administrator will review with the Plan all cost containment options and will, in writing, agree upon which services Plan Sponsor desires to utilize;

5.3 Administrator will, when it becomes aware of additional cost containment services, advise the Plan of these opportunities and the associated costs involved in writing;

- 5.4 If Plan elects to utilize any of the services outlined herein, Administrator shall not be liable for any violation of the terms of use;
- 5.5 Cost Reduction and Savings Program. Coordinate inpatient and outpatient hospital and professional fee negotiation services for the Plan Sponsor. Claims Editing. Technology combined with expert insight to analyze claims and identify billing and coding accuracy by cross-referencing claims history and claims data. Results are aligned with industry-recognized guidelines, ever-changing compliance requirements and Employer needs. All of this is completed before any payments are made.
6. **COBRA Administration.** With respect to the administration and processing of COBRA claims (including assisting Employer in the determination of the eligibility of applicants for COBRA coverage), if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 6.1 Initial COBRA Notification. BRMS shall provide the appropriate initial COBRA notification to covered Employees and dependent spouses in accordance with the requirements of COBRA.
- 6.2 Qualifying Event Notification. BRMS shall, upon notification from Employer of the occurrence of a Qualifying Event, promptly notify Qualified Beneficiaries of their right to continuation coverage under COBRA in accordance with the requirements of COBRA.
- 6.3 Monthly Reporting. BRMS shall, upon receipt of a response from an Employee selecting continuation coverage under COBRA, provide the following to Employer and the Employee, as applicable: (i) a monthly bill or coupon booklet directed to the recipient of continuation coverage to be used to remit payments of premium; (ii) receipt and accounting for premium payments; (iii) remittance of COBRA premiums received to Employer or the appropriate carriers and/or third party vendor; (iv) notice of termination of continuation coverage for nonpayment of premium, termination of coverage due to end of coverage period under COBRA, or termination of coverage for any reason permitted under COBRA.
- 6.4 Termination Notice. BRMS shall provide notice of termination of continuation coverage to the applicable Employee or other covered individual for nonpayment of premium, due to end of coverage period under COBRA, or for any reason permitted under COBRA.
- 6.5 Benefits Payment. The source of payment of COBRA benefits payable under the terms of the Plan shall be contributions made by Employees. Expenses of administration of the Plan shall be paid from contributions made by Employer on behalf of eligible participating Employees and contributions made by eligible participating Employees, if any.
- 6.6 Premium Payment. Employer understands and agrees that COBRA regulations do not require Employer to provide participants with a monthly bill statement or payment coupon after initial enrollment by the COBRA participant and that it is the responsibility of the participant to pay their COBRA premiums when due regardless whether or not they receive a bill statement or payment coupon.
- 6.7 File Maintenance. BRMS shall maintain Employer's COBRA eligibility files and related records of all Employees and their dependents participating in COBRA in accordance with the Plan and applicable law.
- 6.8 Premium Fee. BRMS is hereby authorized to assess, collect and retain an administrative fee to be invoiced with the COBRA premium payments received by BRMS from COBRA participants. This administration fee charged to the COBRA participant by BRMS will not exceed the maximum amount permitted under COBRA. The administration fee charged to the COBRA participant will be retained by BRMS to offset administrative charges that would otherwise be borne by Employer.
- 6.9 Application Acceptance. To accept any application for benefits under COBRA from Employer made in the manner and on forms acceptable to BRMS.
- 6.10 Eligibility Determination. To assist Employer in the determination of eligibility for COBRA benefits payable under the terms of the Plan and to investigate and verify any statements contained in the application for benefits that, in BRMS' sole opinion, require additional information for verification.



With respect to the requirements of continued eligibility of dependent children, BRMS shall have the following responsibilities:

- (a) To the extent student status is a relevant eligibility criteria under any Plan, BRMS shall request verification of student status two (2) times per year by notifying appropriate Covered Persons of their obligation to provide proof of student status for identified dependents upon request from BRMS.
- (b) BRMS shall provide Employer with a written monthly report of those dependents who have exceeded the maximum age limit within the terms of the Plan and terminate identified dependents unless or until BRMS has or receives documentation identifying that said dependent is disabled.

6.11 Eligibility Notice. To communicate COBRA eligibility under the Plan to those Employees who have elected to receive COBRA benefits from such Plan.

6.12 Claims Payment. To pay Claims from Funds contributed by the Employees through the payment of COBRA premiums provided, however, that, in the event COBRA premium payments submitted by the Employees are inadequate to allow payment of any Claims, BRMS shall have no responsibility to make any payment with regard to such Claims.

6.13 Status Maintenance. To maintain COBRA eligibility under groups, divisions, or branches using a separate location status identifier provided such group, division, or branch is supplied to BRMS from Employer.

6.14 Regulation Compliance. To follow any rules or limitations under COBRA for the Plan, in which Employees may enroll, provided such rules or limitations were provided to BRMS by Employer. Examples of such rules are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.

6.15 Effect of Termination. All obligations of BRMS for processing of eligibility and disbursements of premiums payable under COBRA, will be terminated and extinguished upon the date of termination of this Agreement. Any COBRA premiums payable incurred prior to the date of termination will be processed and paid only for the time period up to and ending with the date of termination. COBRA payments remaining unprocessed or unpaid as of the termination of this Agreement shall be returned to Employer by BRMS and shall no longer be the responsibility of BRMS.

7. MyHealthBenefits Service. With respect to the administration of MyHealthBenefits, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:

7.1 MyHealthBenefits Defined. "MyHealthBenefits" shall mean the machine-readable version of the Virtual Benefits Administration System computer software located at Folsom, CA (the "Site") provided by BRMS in connection with and as a material part of the Services.

7.2 MyHealthBenefits License. Subject to the terms and conditions of this Agreement, BRMS hereby grants to Employer a non-exclusive, non-transferable and non-assignable license to access MyHealthBenefits solely (i) through the Site; (ii) by and through Employer's Authorized Users (defined below); (iii) for Employer's internal business purposes and for no other purpose. BRMS hereby grants Employer a non-exclusive, non-transferable and non-assignable license to use the documentation, instructional materials and user guides for MyHealthBenefits which BRMS may make generally available to BRMS' customers and in the form (paper or electronic) selected by BRMS (collectively, the "Documentation").

7.3 No Other Rights. Other than the license granted under Section 7.2, all right, title and interest in and to MyHealthBenefits, the Documentation, and all portions of the foregoing, including all intellectual property rights (e.g. patent, trade secret, copyright, trademark and similar rights), shall remain the property of BRMS or its licensors, as applicable. Employer's use of third-party programs in conjunction

with MyHealthBenefits is not covered by this Agreement and will be governed solely by the terms and conditions of the applicable third party license agreements. Any rights not expressly licensed hereunder are reserved by BRMS.

7.4 Restrictions. To the maximum extent allowed by applicable law, neither Employer nor its Authorized Users (defined below) shall reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code of any software located on the Site or utilized in connection with the Service, including MyHealthBenefits. Neither Employer nor its Authorized Users shall (i) disassemble, unbundle or cause the disassembly or unbundling of MyHealthBenefits for any purpose; (ii) use MyHealthBenefits on a service bureau or time share basis or to provide services to third parties; (iii) distribute, copy, rent, lease, sublicense or otherwise transfer MyHealthBenefits to any third party; (iv) grant any third party, other than an Authorized User, access to MyHealthBenefits; or (iv) modify MyHealthBenefits for any purpose. Any modifications or configurations made to MyHealthBenefits shall be made by BRMS and shall be the sole and exclusive property of BRMS.

7.5 Principle User. Employer will designate a single individual to act as the "Principle User" for Employer's use of MyHealthBenefits. BRMS will provide the Principle User with a password to access and use MyHealthBenefits. Principle User will have the ability to add, change or delete Employer Information on MyHealthBenefits. Principle User will have the sole authority to grant or delete MyHealthBenefits access privileges to Authorized Users (defined below). Employer is responsible for the designation of the Principle User and shall notify BRMS immediately by written notice should Employer wish to designate a replacement for the Principle User. Employer is solely responsible for the activation and deactivation of access for its Authorized Users.

7.6 Access to MyHealthBenefits by Authorized Users. An individual shall be an "Authorized User" only so long as he/she is an employee, contractor or agent of Employer who has received a valid password from the Principle User.

7.7 Passwords. Each Authorized User shall be issued a unique user name and password by the Principle User. Employer agrees and shall cause each Authorized User to agree, that no user name or password will be utilized at any time by any person other than the Authorized User to whom such user name or password was originally assigned. Upon written notice to BRMS, Employer may terminate an Authorized User's access and substitute a new Authorized User. Employer shall be solely responsible for all activities of its Authorized Users and any party who accesses MyHealthBenefits through a password issued to Employer or an Authorized User. Employer agrees to immediately notify BRMS if Employer becomes aware of: (i) any loss or theft of any password, or (ii) any unauthorized use of any password, or (iii) any indication that anyone has or may have entered inaccurate, conflicting or inappropriate information into MyHealthBenefits.

7.8 Electronic Signature. Employer agrees on its own behalf and on behalf of its employees, to adopt as its/their signature an employer identification code and a password, which is to be affixed to or contained in each transmission sent by such party ("Signature"). Employer hereby agrees and authorizes, on its own behalf and on behalf of its Employees, that its/their Signature shall act as its/their formal signature for all internet based transactions among Employer, its employees, BRMS, vendors and any and all third parties. The initial Signature will be provided by BRMS to the Principle User in confidence. While using MyHealthBenefits, the Principle User and Employer's employees will have the ability to change their Signature at any time. Employer agrees and authorizes, on its own behalf and on behalf of its employees that any Signature of Employer affixed to or contained in any electronic document shall be sufficient to verify that Employer executed such document and authorized the actions contemplated thereby. Such Signature shall be treated in all respects as having the same effect as an original handwritten signature. In each case in this Section, where Employer purports to bind either its Authorized Users or its employees or



both, Employer represents and warrants to BRMS that Employer has the express authority to bind such Authorized Users and/or employees and understands that BRMS is expressly relying on such representation as a material inducement to BRMS' willingness to enter into this Agreement.

7.9 Employer Information. Employer shall populate MyHealthBenefits with the accurate and timely information necessary for use of MyHealthBenefits by Employer and its Authorized Users including, employment, personal and payroll information on employees; contact information on each contracted vendor; benefit packages; and rates, payment, eligibility, contact, broker of record, benefits, coverage, enrollment information on each contracted Plan and employee handbook information (collectively the "Employer Information"). Employer is solely responsible for the accuracy of the Employer Information on MyHealthBenefits.

7.10 Maintenance of Records. During the term of this Agreement, BRMS will maintain electronic records on MyHealthBenefits pertaining to the use thereof by Employer and its Authorized Users. BRMS will also maintain electronic records of transactions among BRMS, third party vendors, the Employer and Authorized Users using MyHealthBenefits. It is the responsibility of Employer to download (electronically or on paper) the Employer Information from MyHealthBenefits prior to the termination of this Agreement. Except as specifically provided in this Section, BRMS will not be responsible for storing copies of the Employer Information for archiving or back-up purposes.

7.11 Accessibility of Records. Employer shall have access to all Employer Information available through MyHealthBenefits during the term of this Agreement. Following termination of an Employee's benefits or of a Plan, BRMS will maintain the relevant electronic records in a manner accessible to and downloadable (or otherwise capable of copy) by Employer on MyHealthBenefits for twenty-four (24) months following the termination of the subject employee or Plan (provided this Agreement remains in effect for such period).

7.12 Security. BRMS will utilize reasonable security mechanisms at or relevant industry standards to protect the confidentiality and integrity of the Employer Information provided to MyHealthBenefits.

7.13 Right to Change MyHealthBenefits. BRMS shall have the right in its sole discretion to change MyHealthBenefits at any time, provided that BRMS shall provide Employer with thirty (30) days advance written notice of any material change to the functionality of MyHealthBenefits. BRMS is under no obligation to make any changes to MyHealthBenefits that Employer may request.

7.14 Connection to MyHealthBenefits. Employer, at its own expense, shall provide and maintain the equipment, software, communication lines, services and testing necessary to effectively and reliably transmit and receive documents and information over the Internet to and from MyHealthBenefits.

7.15 Agreements and Contracts with Vendors. Employer acknowledges that it and its employees may, through the use of MyHealthBenefits and otherwise, enter into separate agreements with vendors. The terms of such agreements shall be at the sole discretion of, and enforceable solely against, the parties thereto. BRMS makes no warranties or representations regarding, and shall have no liability with respect to, any coverage, right to coverage, eligibility, claims, enrollment, benefits, premiums, conditions, exclusions or any other terms which may be available or agreed to under any such agreements and/or policies issued by or entered into with such third party vendors.

8. HIPAA Requirements. With respect to the requirements of HIPAA relative to health benefits, BRMS shall accept a Certificate of Group Health Plan Coverage from Covered Persons and apply the certificate's information to the Covered Person's record.

9. Information from Employer. Employer shall provide the following documents and information to BRMS in order to allow BRMS to perform the Services:

9.1 Information in General. Throughout the term of this Agreement, Employer shall provide to BRMS, on a timely basis, all information that is requested by BRMS to perform the Services. In performing

the Services, BRMS must necessarily rely upon Employer and others to provide BRMS with timely, accurate and complete information as requested by BRMS. BRMS shall not be responsible for any damages, claims or liability of any kind, caused directly or indirectly by the failure of Employer or others to provide such timely, accurate and complete information to BRMS, or by any other circumstance not within BRMS' direct control. Employer is responsible for supervising the production and timely delivery of all requested data and information to BRMS.

9.2 Plan Documents. Within a reasonable period of time after the Effective Date of this Agreement, Employer shall provide BRMS with copies of all Plan documents. Employer shall provide BRMS with a true copy of any Plan amendment within a reasonable period of time after the effective date of such amendment. All original Plan records and documents shall be maintained by Employer.

9.3 Covered Person Information. Throughout the term of this Agreement, Employer shall promptly provide to BRMS all information about the Employees and their family members who are Covered Persons under one or more Plans that BRMS may request or need in order for BRMS to perform the Services, including, census data (e.g., name, address, date of birth, date of hire, date of termination of employment, and hours of service), the coverage provided to the Employees and their family under the Plan, the effective date(s) of such coverage as to each such person, and all changes in such information.

9.4 New Covered Person Information. Within a reasonable period of time after a Covered Person first becomes covered by one or more Plans during the term of this Agreement, Employer shall provide BRMS with written notice of such coverage.

9.5 Changes in Information. Employer shall promptly notify BRMS of any changes in information previously given or supplied to BRMS, particularly with respect to any change or anticipated change in the Plan or in the Employee census data.

9.6 Plan Modifications. Employer agrees that it will immediately notify Employees and BRMS of the cancellation or change in coverage of any Plan covering Employees and/or their dependents. Employer agrees to provide BRMS with timely notice of any: (i) change to a Plan, (ii) addition of new coverage to a Plan, (iii) deletion of coverage from a Plan; (iv) additions of a new Plan and (v) cancellation or termination of any Plan (each a "Plan Change"). Employer shall indemnify, defend and hold BRMS harmless from and against any and all Costs resulting (directly or indirectly) from the untimely notice to BRMS of any Plan Change.

9.7 Additional Information. Throughout the term of this Agreement, Employer shall provide to BRMS such additional information as may be required in the Schedules.

**10. Duties of Employer.** Employer understands and agrees to perform the following obligations:

10.1 Document Execution and Delivery. Employer shall be responsible for the timely execution and delivery or filing with the applicable public agency of all documents and forms required from the Employer under the Plan or by applicable law. Although BRMS may assist Employer as requested in the preparation of such documents and forms, the decision to prepare and file such documents and forms shall be the sole responsibility of Employer.

10.2 Collection of Plan Contributions. Employer shall collect the contributions (excepting co-pays made at the time medical service is provided), if any, to be made by Employees for coverage according to the terms of the Plan, in such manner as Employer may deem appropriate and shall thereafter transfer required premiums to the Premium Trust Account.

10.3 Premium Trust Account Deposits. Promptly upon receipt of notice from BRMS, Employer shall pay into the Premium Trust Account such amounts as BRMS may request in order to pay insurance premiums payable under the terms of the Plan.

10.4 Enrollment Form Collection. Employer shall be solely responsible for collection of completed enrollment forms of Employees wishing to obtain benefits under the Plan and shall promptly transmit all completed enrollment forms to BRMS.

10.5 Enrollment Supplies. Except to the extent that BRMS is to supply such Services as set forth in Exhibit A hereof, Employer shall prepare or obtain supplies of enrollment forms, enrollment cards, Plan booklets and summary plan descriptions and shall distribute or make available such forms and documents to Employees.

10.6 Eligibility Verification. Except to the extent that BRMS is to supply such Services as set forth in Exhibit A hereof, Employer shall verify the eligibility of any individual enrolling for benefits pursuant to terms of the Plan which verification shall be made on the benefit enrollment form submitted by Employer to BRMS.

10.7 Enrollment Rule Instruction. Employer shall inform BRMS in writing of all enrollment rules and limitations regarding the Plan. Examples of which are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.

10.8 Rate Information. Employer shall include on the enrollment forms submitted to BRMS all carriers and the rates of all coverage's and tier structures that may apply to the enrolling Employee and their dependents. Employer shall notify BRMS within five (5) business days, after receipt of any notification from a carrier of rate changes that affect a Covered Person's premium payments.

10.9 COBRA Obligations. With respect to the requirements of COBRA relative to mandatory continuation of coverage of health benefits, Employer shall have the following responsibilities:

- (a) Employer shall maintain records tracking the loss or reduction of coverage of any Employee covered under the Plan due to any Qualifying Event.
- (b) Employer shall, upon loss or reduction of coverage due to a Qualifying Event, immediately notify BRMS of such loss or reduction of coverage specifying the date thereof, the name of the Employee suffering such loss or reduction in coverage, the reason for such loss or reduction, and shall specify the last known mailing address of the Qualified Beneficiaries suffering a loss or reduction of coverage due to the occurrence of a Qualifying Event. It shall be the responsibility of Employer to notify BRMS of the occurrence of a Qualifying Event within fourteen (14) days after notice to Employer of the occurrence of such Qualifying Event.
- (c) Employer agrees that BRMS shall not be responsible for any losses incurred by Employer due to the violation of the provisions of COBRA if such violations were occasioned by Employer's failure to abide by the terms and conditions of this Agreement.
- (d) Employer shall be solely responsible for completion of the enrollment forms of Employees wishing to obtain benefits under COBRA and shall transmit any enrollment forms from Employees and shall advise BRMS promptly as to any enrollments for COBRA benefits made directly to Employer.
- (e) Except to the extent that BRMS is to supply such Services as set forth in Exhibit A hereof, Employer shall verify the eligibility of any Employee enrolling for COBRA benefits pursuant to terms of the Plan which verification shall be made on the benefit enrollment form supplied and submitted by Employer.
- (f) Employer shall instruct BRMS in writing of all enrollment rules and limitations regarding all plans in which Employees may elect to enroll for COBRA benefits. Examples of which are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.

10.10 **BRMS Not Plan Sponsor.** BRMS is not and will not be treated as the sponsor or plan administrator of any of the Plans under ERISA. BRMS is not a provider of health care services or benefits. BRMS shall have no responsibility or liability to any person for (i) any funding of any Plan benefits, (ii) the payment of any premiums or costs for Plan benefits provided by a third party (e.g., an insurance company or an HMO), (iii) providing any Plan benefits to any person, or (iv) the nature or quality of the benefits or services provided by third parties to Employer or any Covered Person.

10.11 **Instruction Request.** BRMS may, by written request, seek instructions from Employer on any matter related to the interpretation of a Plan or the benefits thereunder, and may await the written instructions from Employer without incurring any liability under this Agreement whatsoever. If at any time Employer should fail to give directions to BRMS in a timely manner, BRMS may act or refrain from acting, and shall be protected in acting or refraining from acting without such directions, as BRMS deems in good faith to be appropriate and advisable under the circumstances.

10.12 **Business Associate Agreement.** Concurrently with the execution hereof, Employer and BRMS agree to execute the HIPAA Business Associate Agreement attached hereto as Exhibit B.

10.13 **Dispute Resolution.** If any dispute arises between Employer and any other person, including, without limitation, any Qualified Beneficiary, with respect to the interpretation of the Plan or the benefits thereunder, then BRMS shall not be obligated to take any other action in connection with the matter involved in the controversy until such time as the controversy is resolved. In addition, BRMS may deposit any cash or other property related to the controversy in an interpleader action with the court of jurisdiction under applicable law.

**11. Banking Arrangements.**

11.1 **General Requirements.** In the event any of the Services involve the handling by BRMS of Funds, BRMS shall segregate such Funds from BRMS' own funds. If BRMS is unable to make any payment to any third party from such Funds due to the failure of Employer to provide adequate Funds to BRMS in a timely manner, then (i) BRMS shall not be responsible to any person for the failure to make such payment in a timely manner and (ii) such payment shall be required of BRMS no earlier than three (3) business days after the receipt of adequate and available Funds from Employer. Employer covenants not to deliver to BRMS any Plan assets that must be held in trust, it being specifically understood that BRMS has no responsibility whatsoever for the establishment, maintenance or administration of any trust and that BRMS is not a trustee or fiduciary with respect to any Plan assets.

11.2 **Application of Insufficient Funds.** If at any time contributions to the Plan made pursuant to any Premium Trust Account policy shall not be sufficient to meet the obligations of the Plan with regard to premiums payable and expenses payable according to the terms of the Plan, and if Employer has not notified BRMS in writing that the Plan is to terminate on or before such date, BRMS shall apply the Premium Trust Accounts in its charge as follows:

- (a) First, to the payment of fees and expenses incurred by BRMS in provision of the Services;  
and
- (b) Second, to the payment of premiums payable and administrative fees prior to the due date of any unpaid contributions.

11.3 **Plan Termination.** In the event of termination of the Plan due to unpaid contributions, BRMS will provide notification to the Covered Persons of the occurrence of such termination and the priority as to disbursement of remaining available Premium Trust Accounts.

12. **Debit Card ACH Agreement.** Debit Card ACH Agreement means the required funds transfer agreement (provided in Exhibit D, if applicable) which must be signed by the Employer utilizing WEX, Inc. (debit card services provider). Automated Clearing House (ACH) is a secure nationwide electronic funds transfer network

which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries.

13. **Confidential Information.** All confidential records, files, documents and the like relating to the Plan provided to BRMS by Employer shall be and remain the sole property of Employer and shall not be disclosed to third parties except as authorized in this Agreement, as otherwise authorized by Employer, or pursuant to the direction or order of a governmental agency or a court.
14. **No Legal Services.** Employer acknowledges that BRMS is not authorized to engage in the practice of law and that BRMS will not provide legal services to Employer or any other person. Employer shall not rely upon BRMS in any way for any legal opinions or legal documents that Employer or any Plan fiduciary may require. Whenever a legal issue arises in the course of the work to be performed under this Agreement, Employer shall obtain such legal counsel as may be necessary to resolve the issue. Employer shall notify BRMS of the resolution and BRMS shall be entitled to rely upon that decision in performing its services for Employer.
15. **Advice and Recommendations.** Although BRMS may from time to time call to Employer's attention and/or make recommendations regarding potential or actual problems with respect to the operation and administration of the Plan, Employer understands and agrees that such advice and recommendations are a matter of accommodation only and that BRMS has no duty to give such advice, make such recommendations, or otherwise to question any actions or decisions of Employer, the sponsoring employer, any Plan fiduciary, or any of their respective agents or employees.
16. **Not a Fiduciary.** Employer understands and agrees that BRMS is not the plan sponsor, plan administrator or plan fiduciary under ERISA for the Plan and that BRMS does not act in any fiduciary capacity with respect to the Plan. BRMS acts in an administrative support capacity only. BRMS shall not have any discretionary responsibilities in the administration of the Plan. BRMS shall not be responsible for reporting and disclosure compliance under ERISA. Employer will make certain that the sponsoring employer, all Plan fiduciaries, and the participants understand BRMS' non-fiduciary status as well. Employer and each Plan fiduciary shall retain his, her, its or their full authority, discretion and responsibility for the operation of the Plan with respect to which BRMS is providing the Services. Employer's decision as to any Claim under the Plan shall be final and binding. Employer represents and warrants that it is the employer, plan sponsor, plan administrator and plan fiduciary under ERISA for the Plan. Employer is solely responsible for state and federal disclosure and reporting requests in connection with its activities under this Agreement. Employer agrees to maintain Plan in full compliance with all applicable laws and regulations.
17. **Policy Coverage.** Employer acknowledges that BRMS has not been contracted by the Employer to procure policy coverage, including but not limited to Stop Loss coverage. BRMS is indemnified from any losses related to coverage not placed by BRMS. Employer agrees to provide such indemnification and to assume liability related to the procurement and operation of any coverage related to the plan.
18. **Payment of Fees.**
  - 18.1 **In General.** This Section applies to both monthly administrative fees and claims funding requests.
  - 18.2 **Amount.** In consideration for the Services performed by BRMS under this Agreement, Employer shall pay to BRMS the fees and expenses set forth in Exhibit A to this Agreement and/or the applicable Schedule. BRMS shall provide Employer with a monthly invoice of the amount due to BRMS for services and any direct expenses incurred in performance of the Services. All fees are due within thirty (30) days after the invoice date.
  - 18.3 **Additional Service Fees.** Employer will pay BRMS its then applicable hourly rates for any Services performed for Employer by BRMS that are not included in this Agreement or any Schedule. As of the Effective Date, the hourly rate for additional Services is one-hundred and twenty-five dollars (\$125) and the hourly rate for programming or custom reports is one-hundred and twenty-five dollars (\$125). BRMS reserves the right to change the hourly rate at any time without advance notice to Employer. Employer



shall pay BRMS its fees for any reprocessing of work, or if the unusual amount of time is spent by BRMS in performing the Services, as a result of circumstances beyond BRMS' reasonable control.

18.4 Due Date. All fees and charges shall be due when invoiced and will be considered in default if not paid within thirty (30) days after the invoice date. Unpaid fees and charges will bear a service charge equal to the greater of five percent (5%) of the amount billed or two-hundred and fifty dollars (\$250). BRMS' obligation to provide the Services is expressly conditioned upon timely payment of its fees by Employer.

18.5 Payment of Fees from Employer's General Assets. Employer agrees and affirmatively represents that all fees paid for Services performed under this Agreement will be paid from the Employer's general assets. In no event shall fees be paid from the Plan assets.

19. Term. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 20. Updated fees may be assessed at plan renewal and will be delivered to the Employer by the generation of a new Exhibit A.

20. Termination.

20.1 Manner of Termination. This Agreement or any Schedule may be terminated in the following manner:

- (a) By Employer, by delivering at least one hundred twenty (120) days prior written notice of termination to BRMS and paying BRMS all fees owed through the effective date of termination;
- (b) By BRMS, by delivering at least one hundred twenty (120) days prior written notice of termination to Employer;
- (c) By BRMS, by delivering written notice to Employer, in the event Employer fails to provide Funds necessary for the performance of BRMS' Claims administration responsibilities under this Agreement;
- (d) By either party, by delivering, at least sixty (60) days written notice of the other's breach of a material obligation under this Agreement, provided that such breach is not cured within such sixty (60) day notice period; or
- (e) Automatically, upon the voluntary or involuntary bankruptcy or dissolution of either party.

20.2 Multi-Year Contract Termination. For any contract with a contract period longer than twelve (12) months, a termination by the Employer prior to the expiration of the contract period shall result in additional Charges for Early Termination to the Employer, pursuant to Section 18.5 herein.

20.3 Abbreviated Termination. In the event that Employer terminates this Agreement or any Schedule without cause upon less than the one hundred twenty (120) days' notice period described in Section 20.1(a) and such notice period was not waived by BRMS, then on the effective date of termination (and subject to adjustment as described in Section 20.5), Employer shall pay BRMS for three (3) months of compensation for the terminated Services where such compensation shall be equal to three (3) times the compensation due for the last month immediately preceding Employer's notice of termination.

20.4 Allocation of Assets. Within sixty (60) days after termination, BRMS shall deliver to its successor or such other person or entity as may be designated by Employer such Funds of the Plan which remain in the possession of BRMS, if any, at which time BRMS shall be relieved of any obligation to make further payments under the Plan for Claims or otherwise.

20.5 Final Accounting. Within the sixty (60) days after the effective date of termination, BRMS shall deliver a final accounting to Employer which shall include an accounting of receipts, disbursements and other transactions of BRMS regarding the Plan.

20.6 File Delivery on Termination. Upon termination of this Agreement, BRMS shall deliver all eligibility files to Employer. Employer shall: (i) pay the costs of shipment of such eligibility files to

Employer; and (ii) store such files in accordance with applicable laws and regulations. Employer further agrees to return to BRMS, upon request, any eligibility file that may relate to any lawsuit or proceeding involving BRMS relating to BRMS' activities as third-party administrator provided pursuant to the authority set forth in this Agreement.

20.7 **Conclusion of Obligations.** All obligations of BRMS under this Agreement (excepting those specifically referenced within Section 20), including the responsibility for communicating eligibility and disbursements of premiums, will be terminated and extinguished upon the date of termination of this Agreement.

20.8 **Notification of Termination.** In the event of termination of this Agreement by either party Employer shall immediately notify all of the Covered Persons that this Agreement has been terminated.

20.9 **Post-Termination Services.** In the event of termination of this Agreement, BRMS shall complete the processing of all valid claims for benefits under the Plan received by it to the effective date of termination, and shall continue to process claims incurred prior to the termination and submitted after the termination, in a manner consistent with this Agreement and prior practice, for a period of up to 6 to 12 months (the "run-out period") for a fee, as outlined in Section 3.10.

21. **Liability Limitation.** Employer agrees that, except in cases where BRMS has been adjudicated by a court of competent jurisdiction to have acted grossly negligent or committed willful misconduct, BRMS shall not be responsible for any damage, loss, demand, benefit, liability, payment, tax, penalty, cost or fee (including, all costs and fees of litigation and its threat, including attorneys' fees), of any nature whatsoever (collectively, "Costs"), arising from or related to claims, allegations or actions (each an "Action") pertaining to (i) the Plan, (ii) any of the Services, (iii) any refusal by BRMS to provide Services due to Employer's failure to perform any of Employer's obligations under this Agreement; or (iv) any Employer Information posted to MyHealthBenefits.
22. **Employer Indemnity.** Employer agrees to indemnify, defend and hold harmless BRMS, its shareholders, directors, officers, employees, agents and subcontractors from and against any and all Costs arising from or related to any and all third party Actions regarding: (i) the action or inaction of Employer in connection with this Agreement (ii) the provision of the Services by BRMS, except in cases where BRMS has been adjudicated by a court of competent jurisdiction to have acted grossly negligent or committed willful misconduct; (iii) attempts to recover benefits alleged to be payable under the terms of the Plan, except in cases where BRMS has been adjudicated by a court of competent jurisdiction to have acted grossly negligent or committed willful misconduct; (iv) any Employer Information posted to MyHealthBenefits; (v) any breach of this Agreement by an Authorized User of MyHealthBenefits. In furtherance of this indemnity obligation, Employer agrees that BRMS shall select, at its sole discretion, counsel of its choice to represent BRMS in connection with such Actions and to promptly reimburse BRMS in full for any and all Costs incurred by BRMS, regardless of whether or not the Action is pending or has been adjudicated, settled or resolved, and regardless of any determination of fault as to Employer and/or any third party. If Employer claims BRMS was grossly negligent or engaged in willful misconduct, Employer must still indemnify BRMS and pay all Costs relating to BRMS's defense of the Action, with a preservation of its own claims under a reservation of rights to be determined only subsequent to the resolution of the underlying Action.
23. **BRMS Indemnity.** BRMS agrees to indemnify, defend and hold harmless Employer from and against any and all Costs actually incurred by Employer in connection with any party Action only to the extent directly attributable to BRMS' gross negligence or willful misconduct in performing the Services and subject to the provisions of Section 27.
24. **Insurance Requirements.** BRMS shall provide and keep in force during the term of this Agreement, at its own expense:



<u>Insurance Type</u>	<u>Coverage</u>
Workers' Compensation	Compliance with California Requirements
General Liability	\$1,000,000/Per Occurrence; \$2,000,000/General Aggregate
Errors and Omissions	\$6,000,000 Each Claim/Aggregate
Comprehensive Crime	\$2,000,000/Employee Dishonesty

25. **No Underwriting by BRMS.** Employer expressly agrees and understands that BRMS does not insure or underwrite the liability of Employer under any Plan. BRMS verifies the eligibility of an individual for benefits under the Plan only and in no event guarantees payment of benefits. Employer retains sole responsibility for payment of all Claims made under the Plan and all expenses and fees incurred incident thereto.
26. **Agency Authority.** Employer hereby grants to BRMS, on Employer's own behalf and on behalf of its employees, the authority to act as their limited agent (solely as provided herein) and to contact, interact with and transact business with vendors, brokers of record and contracted consultants of Employer through MyHealthBenefits or otherwise. This authorization includes, but is not limited to, the release of file specifications, eligibility data and premium information.
27. **General Provisions.**
- 27.1 **Notice.** All notices provided for hereunder shall be in writing and shall be deemed to be given (i) upon receipt after being sent by overnight courier which issues a receipt, charges pre-paid, (ii) upon the date indicated in the return receipt when sent by United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, or (iii) upon receipt, by commercial express document delivery service which issues an individual delivery receipt, in each case to the address set forth on the Summary. The parties hereto may change their notice address or add additional addresses for the giving of notice by giving notice of such changed or additional addresses to the other party hereto in the manner set forth herein.
- 27.2 **Limitations on Actions.** Notwithstanding any applicable law that may provide for a longer period of time, no action, regardless of its form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen or, if the action involves nonpayment, more than two (2) years after the date of the last payments.
- 27.3 **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be construed, to create any rights by or on behalf of any person who is not a party to this Agreement.
- 27.4 **Force Majeure.** Excepting Employer's payment obligations hereunder, neither party shall be liable for failure to perform any of its obligations under this Agreement to the extent that such failure is caused by circumstances beyond such party's reasonable control, including acts of God, civil disturbances, natural disasters, actions or decrees of governmental bodies. Upon the occurrence of any such event, the affected party promptly shall give notice to the other party and shall use reasonable efforts to resume performance.
- 27.5 **Governing Law and Arbitration.** Any dispute or claim arising out of or relating to this Agreement, in the interpretation, performance, breach or termination thereof, shall be finally settled by binding arbitration in Sacramento County, California, under the rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall apply California law to the merits of any dispute or claim, without reference to rules of conflict of law. Nothing in this Section (27.5) shall prevent or delay either party from applying to any court of competent jurisdiction for temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, and such action shall not serve as an abridgement of the powers of the arbitrator provided, that the arbitrator shall have the authority to determine whether such temporary restraining order, preliminary injunction, or other interim or conservatory relief shall be continued or terminated. The parties shall

share the costs of the arbitration, including the arbitrator's fee, equally. Each party shall bear the cost of its own attorney's fees and expert witness fees. Each party consents to the personal jurisdiction and venue of the state and federal courts located in Sacramento County for the enforcement of any arbitrator's award.

27.6 Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions hereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.

27.7 Waiver. A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach shall not be construed as a waiver of that breach.

27.8 Assignment. Neither party shall assign this Agreement or any rights hereunder, by law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, BRMS may assign or transfer this Agreement in whole or in part without the prior written consent of Employer in connection with (i) a financing of BRMS or any of its assets, (ii) a merger of BRMS with a third party, (iii) the sale of all or any part of the outstanding capital stock of BRMS, (iv) the sale of all or substantially all of BRMS' assets or those assets of BRMS related to this Agreement. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or relevant provisions shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assigns of the parties hereto. All purported assignments or transfers in violation of this Section shall be null and void. For avoidance of doubt, BRMS may subcontract any or all of the services required hereunder to any of BRMS' affiliates and subsidiaries, contracted providers, and approved vendors without the written consent of Employer.

27.9 Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such Section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation". When a reference is made in this Agreement to an Exhibit or a Section or Schedule, such reference shall be to a Section of, or Schedule to this Agreement unless otherwise indicated.

27.10 Consents. Wherever this Agreement requires either party's approval, consent or satisfaction, such approval, consent or satisfaction may not be unreasonably or arbitrarily withheld, conditioned or delayed.

27.11 Independent Contractors. BRMS is an independent contractor, and no partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except as expressly set forth herein in connection with the Services, BRMS has no authority to contract for or bind Employer in any manner whatsoever. This Agreement confers no rights upon either party except those rights expressly granted herein. Each party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement.

27.12 Entire Agreement. This Agreement including the Schedules hereto sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and any and all previous agreements, representations or understandings, whether oral or written, which are inconsistent with or additional to any of the various terms and conditions of this Agreement are hereby canceled, rendered null and void and superseded in their entirety. No agreement or understanding to modify this

Agreement shall be binding upon a party unless agreed to in writing by an authorized representative of such party.

27.13 Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of this Agreement.

27.14 Survival. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 20.5, 20.7, 20.8, and 27.

27.15 Costs, Expenses and Attorneys' Fees. In the event either party takes any action to enforce any of the terms and conditions hereof, the unsuccessful party to such action shall pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred by the successful party in the defense and resolution of such action.

27.16 Authority. Each party represents and warrants to the other that the person executing this Agreement on its behalf does so with full corporate authority and as the expressly authorized agent of such part.

## EXHIBIT A – Fee Schedule

### Self-Funded Administration for Navajo County

Effective: 1/1/2025

Claims Administration Services		
<input checked="" type="checkbox"/>	<b>Claims Administration Implementation</b>	\$10.00 Per Employee
<input checked="" type="checkbox"/>	<b>Annual Claims Plan Renewal</b>	\$1,000.00
<input checked="" type="checkbox"/>	<b>Medical Claims Administration</b> <i>(Includes NSA and CAA Regulatory Fees: Price comparison tool embedded within MyHealthBenefits, access to machine readable files (MRFs), gag clause attestations, adherence with ID card data requirements, comprehensive review of plan benefits and documents to ensure compliance, and provide standard NQTL documentation upon request)</i>	\$26.00 PEPM
<input checked="" type="checkbox"/>	<b>PBM/Rx Integration – BMR</b>	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>Stop Loss Coordination – SwissRe</b>	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>Broker Compensation – M&amp;O Agencies</b>	\$14.00 PEPM
<input checked="" type="checkbox"/>	<b>Specific Stop Loss - SwissRe</b>	\$153.72 PEPM
<input checked="" type="checkbox"/>	<b>Edison Health</b>	\$7.00 PEPM
Network Access		
<input checked="" type="checkbox"/>	<b>Medical Network Access – ClaimDOC</b>	10% of Billed Charges
<input checked="" type="checkbox"/>	<b>Medical Network Access – Prime (BRMS FH Contract)</b>	\$4.50 PEPM
Care Management		
<input checked="" type="checkbox"/>	<b>Utilization Review</b>	\$4.00 PEPM
<input checked="" type="checkbox"/>	<b>Case Management</b>	\$160.00 Per Hour
<input checked="" type="checkbox"/>	<b>Peer Review/Independent Review Organization (IRO)</b>	At Cost
Cost Containment		
<input checked="" type="checkbox"/>	<b>Teladoc - \$57.00 Consult Fee</b>	\$1.25 PRPM
Additional Plan Administration		
<input checked="" type="checkbox"/>	<b>Cost Containment (Claims Editing, Bill Review &amp; Audit, Out of Network Services)</b>	30% of Savings
<input checked="" type="checkbox"/>	<b>Overpayment and Recovery</b>	40% of Savings
<input checked="" type="checkbox"/>	<b>Subrogation &amp; Recovery</b>	33% of Savings
<input checked="" type="checkbox"/>	<b>Retro Authorizations</b>	\$160.00 Per Hour
<input checked="" type="checkbox"/>	<b>Run-Out Claims Administration (if applicable)</b>	See Section 3.10
<input checked="" type="checkbox"/>	<b>Claims Reprocessing (if applicable)</b>	\$15.00 Per Claim
<input checked="" type="checkbox"/>	<b>ID Cards</b>	\$1.85 Per Card, Plus Postage*
<input checked="" type="checkbox"/>	<b>Summary Plan Document (SPD) Creation</b>	\$2,500.00 Per Document
<input checked="" type="checkbox"/>	<b>Summary Plan Document (SPD) Amendment</b>	\$250.00 Per Amendment
<input checked="" type="checkbox"/>	<b>Summary of Benefits (SBC) Creation</b>	\$500.00 Per Document
<input checked="" type="checkbox"/>	<b>Medicare Part D Notices</b>	\$5.00 Per Form

<input checked="" type="checkbox"/>	<b>Dedicated 800 Customer Support Number</b> (888) 256-2750	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>Data Analytics &amp; Reporting</b>	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>Adhoc/Customized Reporting</b>	\$125.00 Per Hour
<input checked="" type="checkbox"/>	<b>RxDC Reporting</b>	At Cost
<input checked="" type="checkbox"/>	<b>Fulfillment</b>	At Cost, Plus Postage
<input checked="" type="checkbox"/>	<b>Additional Programming</b> <i>(Outside Standard Scope)</i>	\$125.00 Per Hour
<input checked="" type="checkbox"/>	<b>Meeting Participation</b> <i>(Per BRMS Participant)</i>	\$250.00 Per Day Plus Travel Costs Incurred by BRMS
<input checked="" type="checkbox"/>	<b>Document Translation</b>	At Cost

\*Fees are subject to change due to operational cost increases by ID card printing vendor. Such adjustment shall be limited to the amount of increased cost incurred by BRMS.

<b>MyHealthBenefits – Benefit Administration System</b>		
<input checked="" type="checkbox"/>	<b>MyHealthBenefits Access</b> - <i>Self-Funded Plans Only</i>	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>HR/Payroll Data Exchange</b>	\$2.00 PEPM
<input checked="" type="checkbox"/>	<b>Monthly Overage Dependent Verifications &amp; Administration</b>	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>MyHealthBenefits Custom Programming</b>	\$125.00 Per Hour

\* Additional Programming fee of \$125.00 per hour will apply should items not be received 30 days prior to Open Enrollment window at Renewal

<b>Billing Administration</b>		
<input checked="" type="checkbox"/>	<b>Consolidated Billing &amp; Reconciliation</b> - <i>Self-Funded Plans Only</i>	Included in Claims Admin
<input checked="" type="checkbox"/>	<b>Overnight/Expedited Billing Services</b>	\$40.00 Per Bill
<input checked="" type="checkbox"/>	<b>Banking Fees</b>	At Cost

<b>COBRA/HIPAA Administration</b>		
<input checked="" type="checkbox"/>	<b>COBRA Implementation</b>	\$500.00
<input checked="" type="checkbox"/>	<b>COBRA Annual Renewal</b>	\$250.00
<input checked="" type="checkbox"/>	<b>COBRA/HIPAA Administration</b> <i>(2% Admin fee added to CBA premium; paid by CBA participants)</i>	\$1.15 PEPM
<input checked="" type="checkbox"/>	<b>COBRA Monthly Minimum</b>	\$50.00
<input checked="" type="checkbox"/>	<b>COBRA Open Enrollment Packets</b>	\$15.00 Per Packet, Plus Postage
<input checked="" type="checkbox"/>	<b>COBRA Initial Notices &amp; Qualifying Event Notices</b>	Included in COBRA Admin

BRMS reserves the right to modify the dollar amounts set forth above at its sole discretion, provided that written notice is given at least thirty (30) days in advance, in the event the Plan is amended, or in circumstances including, but not limited to, a material change in the group of individuals covered under the Plan or a change in the Employer's organizational structure; or, if the cost of operation is increased solely by virtue of a change to the Employer or BRMS by a governmental unit or a third party vendor.

Employer acknowledges that BRMS has agreements with its Vendors for access to their services on behalf of the Employer. Employer agrees to comply with the provisions of those agreements, including but not limited to the terms governing payment, fiduciary responsibilities, confidentiality, limits on liability, indemnity, arbitration and service descriptions. Employer agrees that BRMS has authority to enter into such agreements with vendors.

If the Employer designated Broker agrees to pay for services outlined within the Exhibit A on behalf of stated Employer; should the Employer terminate its' Broker of Record with stated Broker, Employer will be responsible for the payment of all service fees.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the day and year first above written.

**Navajo County**

Date: 03/15/2025

By: 

Printed Name: Bryan Layton

Title: County Manager

Address: PO Box 668

Holbrook, AZ 86025

**Benefit & Risk Management Services, Inc.**

Date: 03/20/2025

By: 

Printed Name: Matthew Schafer

Title: Chief Executive Officer

Address: 80 Iron Point Circle, Suite 200

Folsom, California 95630



## EXHIBIT B - HIPAA Business Associate Agreement

### 1. Preamble.

**Navajo County** ("Covered Entity") and Benefit & Risk Management Services ("Business Associate") (jointly "the Parties") wish to enter into this the HIPAA Business Associate Agreement ("Agreement") which is intended to comply with the requirements of: (a) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (b) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (c) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

### 2. Definitions.

- 2.1 "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- 2.2 "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- 2.3 "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- 2.4 "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
  - (a) Names;
  - (b) Postal address information, other than town or city, State, and zip code;
  - (c) Telephone numbers;
  - (d) Fax numbers;
  - (e) Electronic mail addresses;
  - (f) Social security numbers;
  - (g) Medical record numbers;

- (h) Health plan beneficiary numbers;
  - (i) Account numbers;
  - (j) Certificate/license numbers;
  - (k) Vehicle identifiers and serial numbers, including license plate numbers;
  - (l) Device identifiers and serial numbers;
  - (m) Web Universal Resource Locators (URLs);
  - (n) Internet Protocol (IP) address numbers;
  - (o) Biometric identifiers, including finger and voice prints; and
  - (p) Full face photographic images and any comparable images.
- 2.5 "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (a) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (b) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (c) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- 2.6 "Personal Information," as defined in the California Consumer Privacy Act (CCPA), shall include, but is not limited to:
- (a) Identifiers: Such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
  - (b) Characteristics of protected classifications under California or federal law: For example, race, religion, sexual orientation, gender identity, disability, or veteran status.
  - (c) Biometric information: Such as fingerprints, retina scans, voiceprints, or face recognition data.
  - (d) Internet or other electronic network activity information: Including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with a website, application, or advertisement.
  - (e) Geolocation data: Precise geographic location information about a particular individual or device.
  - (f) Audio, electronic, visual, thermal, olfactory, or similar information: Basically, any information captured by sensory means.
  - (g) Professional or employment-related information: Past or current job history or performance evaluations.
  - (h) Education information: Information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (pertaining to educational records).

- (i) Inferences drawn from personal information: Creating a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- (j) Commercial information: Including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Consistent with the CCPA, in no instance shall Personal Information include publicly available information, which is defined as information that is lawfully made available from federal, state, or local government records.

- 2.7 "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.8 "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.
- 2.9 All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

### 3. General Terms.

- 3.1 In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- 3.2 Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.
- 3.3 Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

### 4. Specific Requirements

- 4.1 Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that:
  - (a) Requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and
  - (b) Notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

#### 4.2 Privacy of Protected Health Information

- (a) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- i. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by (4.2) (E)(b) below.
  - ii. Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.
- (b) *Business Associate Obligations.* As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
- i. The use relates to: (a) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (b) data aggregation services relating to the health care operations of the Covered Entity; or
  - ii. the disclosure of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.
- (c) *Protections on Information Related to Reproductive Health Care.* Subject to the provisions below, Business Associate will not use or disclose PHI when the request for the use or disclosure of PHI is made to investigate or impose liability on any person for the mere act of seeking, obtaining, providing, or facilitative reproductive health care. Specifically, Business Associate will not use or disclose PHI when the request for such use or disclosure is for either of the following activities:
- i. To conduct a criminal, civil, or administrative investigation into or impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided

- ii. The identification of any person for the purpose of conducting such investigation or imposing such liability

Business Associate shall presume that reproductive healthcare provided by another party is lawful unless it has actual knowledge or the party requesting the use or disclosure of PHI provides information demonstrating a substantial factual basis that the reproductive healthcare in question is not lawful.

Before using or disclosing PHI potentially related to reproductive healthcare, Business Associate shall secure a signed attestation from the requesting party that the use or disclosure is not for one of the prohibited purposes outlined above. This attestation requirement applies when the request is made under any of the following permissions:

- i. Disclosures for health oversight activities
  - ii. Disclosures for judicial and administrative proceedings
  - iii. Disclosures for law enforcement purposes
  - iv. Disclosures about decedents to coroners and medical examiners
- (d) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.
- (e) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (f) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual. Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Addendum or the Agreement in writing permits or requires: (a) for the purpose of payment activities or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (b) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (c) to persons involved in that individual's health care or payment for health care; (d) for notification for disaster relief purposes, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates; (g) pursuant to an authorization; (h) for disclosures of certain PHI made as part of a limited data set; and (i) for certain incidental disclosures that may occur where reasonable safeguards have been implemented.

- (g) *Amendment.* Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (h) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (i) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.
- (j) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.
- (k) *Termination for Breach.*
  - i. Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.
  - ii. Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

#### 4.3 Information and Security Standards

- (a) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
- (b) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- (c) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
  - i. Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;



- ii. As also provided for in 4.1 (b) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
- iii. Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified 4.2 (A) (i)
- iv. For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in 4.6 (A);
- v. Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;
- vi. Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
- vii. Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

#### 4.4 Compliance with HIPAA Transaction Standards

- (a) *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:
  - i. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
  - ii. Adds any data element or segment to the maximum defined data set;

- iii. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
  - iv. Changes the meaning or intent of the Standard Transaction's implementation specification.
- (b) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "Enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.
- (c) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

#### 4.5 Notice and Reporting Obligations of Business Associate

- (a) *Notice of Non-Compliance with the Addendum.* Business Associate will notify Covered Entity within 15 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
- (b) *Notice of Breach.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 15 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.
  - i. As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (a) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (b) assist Covered Entity

in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

- ii. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.
- (c) *Notice of Request Under the CCPA.* Business Associate will notify the Covered Entity in the event of a request by a consumer to access, delete, or opt-out of the sale of their personal information.

#### 4.6 Reporting Obligations.

- (a) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 15 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:
  - i. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
  - ii. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
  - iii. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);
  - iv. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
  - v. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
  - vi. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- (b) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents as described in 4.3 (c) (iv); (b) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

#### 4.7 Termination.

- (a) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations

regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

- (b) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

- 4.8 Continuing Privacy and Security Obligations. Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the day and year first above written.

Navajo County

Date: 03/15/2025

By: 

Bryan Layton (Mar 15, 2025 10:54 PDT)

Printed Name: Bryan Layton

Title: County Manager

Address: \_\_\_\_\_  
\_\_\_\_\_

Benefit & Risk Management Services, Inc.

Date: 03/20/2025

By: 

Printed Name: Matthew Schafer

Title: Chief Executive Officer

Address: 80 Iron Point Circle, Suite 200  
Folsom, California 95630










# Navajo County\_BRMS Master Service Agreement - ANNUAL - Revised

Final Audit Report

2025-03-20

Created:	2025-03-07
By:	Helen Ewing (Helen.Ewing@brmsonline.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFKg2oAbFI_MFdo6H6dGhp0ABfd-Jn0lg

## "Navajo County\_BRMS Master Service Agreement - ANNUAL - Revised" History

-  Document created by Helen Ewing (Helen.Ewing@brmsonline.com)  
2025-03-07 - 10:48:08 PM GMT
-  Document emailed to Bryan Layton (bryan.layton@navajocountyaz.gov) for signature  
2025-03-07 - 10:48:15 PM GMT
-  Email viewed by Bryan Layton (bryan.layton@navajocountyaz.gov)  
2025-03-07 - 10:48:41 PM GMT
-  Email viewed by Bryan Layton (bryan.layton@navajocountyaz.gov)  
2025-03-15 - 5:50:47 PM GMT
-  Document e-signed by Bryan Layton (bryan.layton@navajocountyaz.gov)  
Signature Date: 2025-03-15 - 5:54:04 PM GMT - Time Source: server
-  Document emailed to Matthew Schafer (maureen.enright@brmsonline.com) for signature  
2025-03-15 - 5:54:06 PM GMT
-  Email viewed by Matthew Schafer (maureen.enright@brmsonline.com)  
2025-03-15 - 5:54:11 PM GMT
-  Document e-signed by Matthew Schafer (maureen.enright@brmsonline.com)  
Signature Date: 2025-03-20 - 6:46:36 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-20 - 6:46:36 PM GMT



## STATEMENT OF WORK

<b>Project Name:</b>	Navajo County- Microsoft	<b>Seller Representative:</b>
<b>Customer Name:</b>	NAVAJO COUNTY	Shelby Mogensen
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (847) 9689049 Shelby.Mogensen@cdwg.com
<b>Date:</b>	March 19, 2025	<b>Solution Architect:</b> Kris Zbylut
<b>Drafted By</b>		

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and NAVAJO COUNTY ("Customer," and "Client,").

This SOW shall be governed by Seller's "SOW Services," accessed via the "Terms & Conditions" link at <http://www.cdwg.com> (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT SCOPE

### EXECUTIVE SUMMARY

The objective of this engagement is to assist the customer in evaluating the addition of Copilot for M365 licenses to their M365 tenant. Our team will work closely with the customer to identify potential business or technical roadblocks that may hinder the adoption of Copilot for M365. Additionally, we will provide the customer with an overview of the platform's capabilities and make recommendations based on our experience. Our goal is to ensure that the customer understands how Copilot for M365 can benefit their organization and have a roadmap of how their organization can leverage and roll out Copilot for M365.

### PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately (1) hour(s) and will include:

1. Introductions
2. Objectives, success criteria, and expectations
3. Company and project vision
4. Key business and technical stakeholder identification
5. Project schedule and logistics



## PROJECT OVERVIEW

Seller will run a series of workshops to provide a high-level overview of the Microsoft 365 Copilot solution. At the conclusion of the workshops, the Seller will provide the Customer with a document containing a high-level roadmap for the Microsoft 365 Copilot platform based on the discussions and decisions made in the workshops.

## SERVICES SUMMARY

The service is divided into the following phases:

1. Project Kickoff
2. Discovery
  - a. Technical Readiness
3. Inspire
  - a. Art of the Possible
  - b. Feature Overview
4. Assess
  - o Persona Mapping
  - o Business Scenario Analysis for up to (1) groups
    - Includes at least 4 business participants per group
5. Build the Plan
6. Findings and Review

The Project kickoff phase will outline the project methodology, expected timeline, and resources required from the Customer.

The Inspire project phase will include a high-level overview of the platform's capabilities and recommendations on how to prepare the environment for a rollout for Microsoft 365 Copilot.

The Assess project phase will include discussions that dive deeper into the personas and use cases where Microsoft 365 Copilot might benefit specific user groups in your organization.

The Design the Plan project phase will be focused on the Seller taking the material covered in previous project phases to build a roadmap based on the findings. The plan will include a summary of the potential impact of a successful Microsoft 365 Copilot rollout based on the business use cases discussed.

Finally, the Findings and Review phase will begin with the Seller reviewing the compiled notes and information collected in the previous workshops into the final deliverable(s) with the Customer.

## CLOSURE AND NEXT STEPS

A closure meeting will be held at the conclusion of the project to verify that the project scope has been completed. As part of the closure meeting, Seller will work to schedule follow up meetings to establish appropriate next steps in the Customers journey or cloud adoption.

## PROJECT EXECUTION

Engaged engineer(s) is/are expected to provide a minimum of (8) hour(s) of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holiday(s) or the CDW resource(s) is/are otherwise unavailable, project minimums for the week will be reduced by (2) hour(s) for each day.

Engaged Project Managers are expected to provide a minimum of (2) hour(s) of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holidays or the CDW resource is otherwise unavailable, project minimums for the week will be reduced by up to (.5) hour(s) for each day.

The customer may request a project be put on hold with written notification to the Seller team at least (10) business day(s) prior to the start of the requested project hold. If the project hold exceeds (10) business day(s), Seller may consider the project to be suspended.

Timelines to reactivate a suspended project will be subject to Seller's resource(s) availability to re-engage. Seller will attempt to re-engage the same resource(s) based on availability, but there is no guarantee that the same resource(s) will be assigned to the engagement. Suspended projects may also require a change order to reactivate to add additional cost to the engagement based on the discretion of the project team.

Seller reserves the right to place a project on hold or suspend it if the minimum weekly effort is not being met.

## **CUSTOMER RESPONSIBILITIES**

1. Establishing valid Microsoft 365 Tenant, Licenses, and Accounts have been prior to the start of the project and Customer has full administrative access.
2. Performing any tasks that are covered by customer requirements in the Project Assumptions or are required for the success of the project and are listed in the Out-of-Scope portion of this statement of work.
3. Providing qualified personnel who will perform Customer's obligations under this engagement, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller, and reasonably assist Seller with its performance of the Services.
4. Making any final decisions regarding, and taking responsibility for the implementation of, any recommendations or potential solutions provided by Seller under this SOW.

## **ASSUMPTIONS AND ACKNOWLEDGEMENTS**

1. Your personnel will be available on a timely basis, and when reasonably requested by Provider, customer personnel will provide input, review the services being performed and the items provided by Provider, answer questions, provide signoff, and allow Provider to gather and validate information, perform reviews, and obtain other input.
2. The Seller's delivery methodology will form the basis of this project. Any variations to these processes will be mutually agreed to by the Seller and Customer.
3. We assume that existing systems or programs upon which the project deliverables depend will not change during the term of this project.
4. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.
5. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
6. All Services will be delivered remotely. No travel is required for Services. Customer will provide remote access to the environment to Seller as necessary for Seller to perform the Services.
7. Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("**Personal Data**") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services.
8. At the completion of the project, Customer will be responsible for disabling or securing accounts created for the purposes of this project.
9. Where possible, Seller recommends the use of Multi-Factor Authentication (MFA) for the accounts requiring access to client systems.
10. Microsoft Azure consumption monthly billing totals may be affected by the Azure environment recommendations and/or changes made as a result of the services being performed during this engagement.

## **OUT OF SCOPE**

1. Migration of any content.
2. Acquisition or assignment of any licensing.
3. Detailed Rollout plans.
4. Review of operation processes.
5. Seller will not be conducting formal training. However, knowledge transfer is integral to our approach throughout execution of our methodology.

6. Industry regulatory compliance requirements.
7. Remediation of any issues or problems is out of the scope of this engagement.
8. Seller will not perform Services for Customer's foreign affiliates if any.
9. Any other Services not specified herein.

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Findings and Recommendations Document	This is a document that contains summary of the engagement, recommendations, and next steps.	PowerPoint (pptx)

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any

objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

## SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$5,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Signed Sow	100%	\$5,000.00
Totals	100%	\$5,000.00

## Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The Parties agree that there will be no travel required for this project. All services under this SOW will be performed remotely.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations")

Location	Address
Navajo County	PO Box 668, Holbrook, AZ 86025

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**NAVAJO COUNTY**

By: Alexander M. Goes  
Alexander M. Goes (Mar 20, 2025 11:48 CDT)

By: [Signature]  
Bryan Layton (Mar 20, 2025 11:30 PDT)

Name: Services Contracts Manager

Name: Bryan Layton

Title: Services Contract Manager

Title: County Manager

Date: Mar 20, 2025

Date: Mar 20, 2025

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

PO BOX 668, ACCOUNTS PAYABLE

HOLBROOK, AZ 86025-0668





**Board of Supervisors Regular**

**2. a. 1.**

**Meeting Date:** 04/08/2025

**Title:** Petition for Review of Proposed Correction Real Property 212-37-096B Hamblin

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

**Department:** Board of Equalization

---

**Motion before the Board:**

Approve Stipulation between the County Assessor and Petitioner on Petition for Review of Proposed Correction Real Property APN: 212-37-096B

**Background:**

Petitioner filed a Petition for Review of Proposed Correction of Real Property. The Assessor and Petitioner have stipulated to the FCV and LPC as signed by both parties. (See Attached)

---

**Attachments**

Stipulated Agreement

---

**Form Review**

**Inbox**

Jason Moore

Form Started By: Melissa Buckley

Final Approval Date: 03/26/2025

**Reviewed By**

Jason Moore

**Date**

03/26/2025 11:15 AM

Started On: 03/26/2025 09:58 AM



## Navajo County Assessor's Office

Michael Montandon

Assessor

Chief Deputy Assessor

Marlene Sample

March 20, 2025

Travis & Britni Hamblin  
728 N. Woodland Road  
Lakeside, AZ 85929

**Re: Assessors determination of value for Proposed Correction of Real Property APN 212-37-096B**

Dear Mr. Hamblin,

After review of cost and market data, it has been determined that the cost approach to value is the most appropriate valuation method for referenced property. The property is unique in Navajo County, primarily due to size.

The Assessor's determination of value is \$3,535,407 for the improvements, and \$108,932 for the land, for a Full Cash Value of \$3,644,339 and Limited Property Value of \$2,860,886.

Your agreement with this determination will be considered as a settled outcome for the Board of Equalization hearing scheduled for April 8<sup>th</sup>, 2025. Please attest as such with your signature.

Sincerely,

Michael Montandon  
Navajo County Assessor

Approved by:

Travis Hamblin



**Board of Supervisors Regular**

**3. a.**

**Meeting Date:** 04/08/2025

**Title:** Snowflake High School Girls Basketball Champions

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

**Department:** Board of Supervisors

**Presented By:** Chairman Jason Whiting

---

**Subject:**

Presentation to Snowflake High School Girls Basketball Team for winning the 3A State Championship

**Background:**

Snowflake 49-Payson 37

---

**Form Review**

**Inbox**

Clerk of the Board

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 03/18/2025

**Reviewed By**

Melissa Buckley

Melissa Buckley

**Date**

03/18/2025 01:51 PM

03/18/2025 01:51 PM

Started On: 03/11/2025 11:26 AM



**Board of Supervisors Regular**

**3. b.**

**Meeting Date:** 04/08/2025

**Title:** Recognition of Snowflake Wrestling State Champion

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

**Department:** Board of Supervisors

**Presented By:** Chairman Jason Whiting

---

**Subject:**

Recognition of Snowflake D-3 - 215 lb. Wrestling State Champion Devin Kinlicheenie

**Background:**

---

**Form Review**

**Inbox**

Clerk of the Board

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 03/18/2025

**Reviewed By**

Melissa Buckley

Melissa Buckley

**Date**

03/18/2025 01:51 PM

03/18/2025 01:51 PM

Started On: 03/11/2025 11:07 AM



**Board of Supervisors Regular**

**3. c.**

**Meeting Date:** 04/08/2025

**Title:** Recognition of Winslow Wrestling State Champion

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

**Department:** Board of Supervisors

**Presented By:** Supervisor Fern Benally

---

**Subject:**

Recognition of Winslow Division IV - 144 lb. Wrestling Champion Michael Romero.

**Background:**

---

**Form Review**

**Inbox**

Clerk of the Board

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 03/31/2025

**Reviewed By**

Melissa Buckley

Melissa Buckley

**Date**

03/31/2025 09:55 AM

03/31/2025 09:55 AM

Started On: 03/28/2025 11:55 AM



**Board of Supervisors Regular**

**3. d.**

**Meeting Date:** 04/08/2025

**Title:** Recognition of Mogollon Wrestling State Champions

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

**Department:** Board of Supervisors

**Presented By:** Supervisor Daryl Seymore

---

**Subject:**

Recognition of Mogollon D-4 - 165 lb. Wrestling Champion Hadley Porter and 106 lb. Wrestling State Champion Anthony Pimentel

**Background:**

---

**Form Review**

**Inbox**

Clerk of the Board

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 03/18/2025

**Reviewed By**

Melissa Buckley

Melissa Buckley

**Date**

03/18/2025 01:51 PM

03/18/2025 01:51 PM

Started On: 03/11/2025 11:01 AM





## Board of Supervisors Regular

4. a.

**Meeting Date:** 04/08/2025

**Title:** Personnel Service Awards - January- March 2025

**Submitted For:** Eric Scott, HR Director

**Submitted By:** Crystal Castillo, Health Safety Analyst

**Department:** Administrative Services

**Division:** Human Resources

**Presented By:** Eric Scott

---

### Subject:

Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Tina Nelson** (County Attorney) 5 years; **Ciera Hensley** (Health District) 5 years; **Chief Brian Swanty** (Sheriff) 5 years; **Seth Coffey** (Facilities Management) 5 years; **Rhonda Krouse** (Health District) 5 years; **Necia Adams** (Health District) 5 years; **Adrain Barrera** (Jail Operations) 5 years; **Stephani DoBell** (Jail Operations) 5 years; **Delton Jenkins** (Facilities) 5 years; **Alysaa Lemmon** (Health District) 5 years; **Mauriah Walker** (Health District) 5 years; **Pamela Harris** (Health District) 5 years; **Shayne Jackson** (Sheriff) 10 years; **Janelle Linn** (Health District) 10 years; **Judge BJ Little** (Winslow Justice Court) 10 years; **Pedro Barajas** (Jail Operations) 10 years; **Julianna Davis** (Public Works) 10 years; **William Wilbanks** (Public Works) 15 years; **Sheriff David Clouse** (Sheriff) 15 years; **Bruce Tucker** (Sheriff) 15 years; **Jeanine Carruthers** (Public Works) 20 years; **Gerson Diaz** (Superior Court) 20 years; **LuAnn Garbini** (Superior Court) 20 years; **Michelle Duran** (County Attorney) 25 years; and **Yvonne Hunt** (Snowflake Justice Court) 30 years.

---

### Form Review

#### Inbox

Clerk of the Board

Form Started By: Crystal Castillo

Final Approval Date: 03/18/2025

#### Reviewed By

Melissa Buckley

#### Date

03/18/2025 01:51 PM

Started On: 03/06/2025 08:26 AM



## Board of Supervisors Regular

4. b.

**Meeting Date:** 04/08/2025

**Title:** Presentation to Pamela Harris on her Retirement from Navajo County after 5 Years of Service

**Submitted For:** Eric Scott, HR Director

**Submitted By:** Eric Scott, HR Director

**Department:** Administrative Services

**Division:** Human Resources

**Presented By:** Eric Scott and Janelle Linn

---

### Subject:

Presentation to Pamela Harris on her Retirement from Navajo County after 5 Years of Service

### Background:

Pam's position is affected by the Reduction in Force (RIF) in the Health Department from the loss of Federal Grant Funding.

---

### Form Review

#### Inbox

Human Resources Director

Clerk of the Board

Form Started By: Eric Scott

Final Approval Date: 04/01/2025

#### Reviewed By

Eric Scott

Melissa Buckley

#### Date

04/01/2025 11:42 AM

04/01/2025 01:25 PM

Started On: 03/27/2025 02:23 PM



## Board of Supervisors Regular

4. c.

**Meeting Date:** 04/08/2025

**Title:** National County Government Month: April 2025

**Submitted For:** Chelle Ewald, Assistant to the County Manager

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

**Department:** Administrative Services

**Presented By:** Chelle Ewald

---

### Motion before the Board:

Consideration of a Proclamation proclaiming April 2025, as "National County Government Month"

### Background:

National County Government Month (NCGM), held each April, is an annual celebration of county government. It provides an excellent opportunity for county officials to raise public awareness and understanding of the roles and responsibilities of counties and to highlight essential county services and effective programs.

### Recommendation:

Recommend approval

---

### Attachments

Proclamation County Govt Mo

---

### Form Review

Form Started By: Melissa Buckley

Started On: 03/21/2025 11:20 AM

Final Approval Date: 03/21/2025



# *Navajo County* **Proclamation**

## **NATIONAL COUNTY GOVERNMENT MONTH – April 2025**

**WHEREAS**, counties provide leadership and strive to serve constituents, and celebrate the role of county governments in connecting, inspiring and leading as intergovernmental partners; and

**WHEREAS**, counties play an essential role in providing services by keeping Arizona's communities safe and secure by preserving public health and welfare, ensuring public safety, and promoting local economies and resiliency; and

**WHEREAS**, counties take seriously their leadership role in protecting and enhancing the health, well-being, and safety of citizens in the community in efficient and cost-effective ways; and

**WHEREAS**, with a broad range of responsibilities to residents, county governments uphold a mission to improve lives, strengthen communities, and foster civic engagement, by highlighting our strength as intergovernmental partners; and

**WHEREAS**, there are fifteen counties in the State of Arizona responsible for and serving the needs of every resident of the State; and

**WHEREAS**, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and

**WHEREAS**, in recognition of the leadership, innovation, and valuable service provided by the State's counties.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Board of Supervisors of Navajo County that April of 2025 is designated as "**NATIONAL COUNTY GOVERNMENT MONTH**" and encourage all county officials, employees, schools, and residents to participate in county government celebration activities.

**PASSED, ADOPTED AND APPROVED** by the Board of Supervisors on April 8, 2025.

---

Jason E. Whiting, Chair

ATTEST:

---

Melissa W. Buckley, Clerk of the Board



## Board of Supervisors Regular

5. a.

**Meeting Date:** 04/08/2025

**Title:** Proclamation for National Telecommunicators Week

**Submitted For:** David Clouse, Sheriff

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

**Department:** Sheriff

**Presented By:** Sheriff David Clouse

---

### Motion before the Board:

Consideration of a proclamation declaring the week beginning April 13th through April 19th, 2025, as "National Telecommunicator's Week" in Navajo County, Arizona.

### Background:

Public Safety Telecommunicators are the single vital link for First Responders by monitoring their activities by radio, providing real-time information, and ensuring their safety.

### Recommendation:

We recommend the approval and adoption of a proclamation declaring the week beginning April 13th through April 19th, 2025, as "National Telecommunicators Week" in Navajo County, Arizona, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

---

### Attachments

National Telecommunicators Week

---

### Form Review

#### Inbox

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 03/28/2025

#### Reviewed By

Brandt Clark

Kimberley Willis

#### Date

03/27/2025 02:08 PM

03/28/2025 09:15 AM

Started On: 03/25/2025 10:14 AM



# Navajo County

# Proclamation

## National Telecommunicators Week

**WHEREAS**, National Public Safety Telecommunicators Week is celebrated annually during the second full week of April to honor the dedicated and skilled professionals who serve as public safety telecommunicators, the first vital link between the public and emergency services; and

**WHEREAS**, the telecommunicators of the Navajo County Sheriff's Office play a critical role in ensuring the safety of our community, working diligently and efficiently to answer emergency calls, dispatch first responders, provide life-saving assistance in urgent situations; and

**WHEREAS**, telecommunicators display remarkable professionalism, composure, and compassion while working under intense pressure, often during high-stress emergencies, making quick and accurate decisions to safeguard lives and protect property; and

**WHEREAS**, the members of the Navajo County Sheriff's Office Telecommunication Team are an essential part of the law enforcement and public safety system, serving as the unseen, yet always present, first responders who ensure the effective coordination of public safety services; and

**WHEREAS**, National Telecommunicators Week provides an opportunity to recognize the extraordinary work done by telecommunicators, offering them the appreciation they so greatly deserve for their unwavering commitment to serving our community with skill, heart, and dedication; and

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Board of Supervisors of Navajo County and the Navajo County Sheriff that the week of April 13 through April 19, 2025, is designated "**National Telecommunicators Week**" in Navajo County, Arizona. We encourage all citizens to join us in honoring and expressing gratitude for their professionalism and dedication to public safety.

**PASSED, ADOPTED AND APPROVED** by the Board of Supervisors on April 8, 2025.

Jason Whiting, Chairman of the Board

  
David M. Clouse, Sheriff of Navajo County

ATTEST:

Melissa W. Buckley, Clerk of the Board



**Board of Supervisors Regular****6. a. 1.****Meeting Date:** 04/08/2025**Title:** CTR070152 Amendment 2**Submitted For:** Janelle Linn, Health Director**Submitted By:** Amy Stradling, Department Manager**Department:** NC Public Health Services District

---

**Motion before the Board:**

Intergovernmental Agreement CTR070152, Amendment 2, Overdose Data to Action between the Arizona Department of Health Services and Navajo County Public Health Services District, to continue to provide naloxone training and help reduce overdose deaths

**Background:**

This contract has already been reviewed and approved. The agreement was amended to add some verbiage on items that the funding cannot be used to purchase and the budget line items were modified. Language modified by the amendment are reflected in red. There were no significant changes to the Scope of Work.

---

**Attachments**CTR070152 Amendment 2

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Health Director	Janelle Linn	03/17/2025 11:42 AM
Brandt Clark	Brandt Clark	03/17/2025 12:02 PM
Health Director	Janelle Linn	03/17/2025 12:04 PM
Form Started By: Amy Stradling		Started On: 03/17/2025 11:08 AM
Final Approval Date: 03/17/2025		

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b>
	<b>Amendment</b>		150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070152	IGA Amendment No: 2	Procurement Officer: <b>Nathaniel Thomas</b>

<b>CDC Overdose Data to Action - OD2A-S Navajo County</b>			
It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:			
1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:			
1.1. The Scope of Work is revised and replaced.			
1.2. The Price Sheet is revised and replaced.			
1.3. Exhibit One (1) is revised and replaced.			
<b>ALL CHANGES ARE REFLECTED IN RED</b>			
<b>All other provisions of this agreement remain unchanged.</b>			
<b>Navajo County Public Health Services</b>			
Contractor Name:		County Authorized Signature	
<b>117 E. Buffalo St.</b>			
Address:		Print Name	
<b>Holbrook</b>	<b>AZ</b>	<b>86025</b>	
City	State	Zip	Title and Date
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
		State of Arizona	
Signature	Date	Signed this _____ day of _____ 2025.	
Print Name		Procurement Officer	
Contract No.: <b>CTR070152</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature	Date		
Assistant Attorney General			
Print Name			

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR070152</p>	<p>IGA Amendment No: 2</p>	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

## 1. BACKGROUND

- 1.1. The Arizona Department of Health Services (ADHS), through the Office of Injury and Violence Prevention (OIVP), administers funding from the Centers for Disease Control and Prevention (CDC) for the Overdose Data to Action (OD2A) Cooperative Agreement. The primary objective of the Overdose Data to Action in States (OD2A-S) initiative is to enhance ADHS's capacity to track and prevent both nonfatal and fatal overdoses while also identifying emerging drug threats.
- 1.2. OD2A-S focuses on implementing surveillance strategies and promoting evidence-based interventions designed to immediately reduce overdose morbidity and mortality. The initiative targets opioids, stimulants, and polysubstance use when these substances are used in combination. Central to OD2A-S is a data-to-action framework that emphasizes the utilization of surveillance and other data to inform prevention efforts and policy decisions, with a strong commitment to addressing health equity and disparities.
- 1.3. ADHS is dedicated to supporting County health departments in the execution of data-driven prevention programs. As part of the OD2A-S priorities, ADHS provides necessary support to participating counties, which shall engage in activities aligned with the following prevention strategies:

**Strategy 7: Public Safety Partnerships/Interventions**

**Strategy 8: Harm Reduction**

**Strategy 9: Community-Based Linkages to Care (LtC)**

- 1.4. The abuse and addiction to opioids represents a significant and complex public health challenge at both national and State levels. Over the past two decades, drug overdose deaths have escalated, becoming the leading cause of injury-related death in the United States. According to CDC data, there were 92,452 overdose deaths reported in 2020, a thirty percent (30%) increase from 71,130 in 2019. Of these deaths, opioids were implicated in 69,031 cases, accounting for seventy-five percent (75%) of all drug overdose fatalities.
- 1.5. Historically, the opioid epidemic was largely driven by prescription medications. Data from Arizona's Controlled Substances Prescription Monitoring Program (CSPMP) indicates that in 2019, there were approximately 4.1 million Class II-IV prescriptions written and over 240 million pills dispensed in the State—equating to around thirty-four (34) controlled substance pills for every Arizona resident. However, recent statistics reveal that Arizona ranks 28th in opioid prescribing, with 44.1 prescriptions per 100 people, indicating that prescription practices are no longer the primary cause of overdose deaths.
- 1.6. Currently, the predominant factor in the opioid crisis is the emergence of fentanyl. In 2019, synthetic opioids were responsible for more than 36,000 deaths in the U.S., representing seventy-three percent (73%) of all opioid-related fatalities that year. The majority of these deaths were linked to illicitly manufactured fentanyl, commonly found in counterfeit pills or mixed with other drugs, such as heroin. In Arizona, the presence of fentanyl in overdose cases rose dramatically from nine percent (9%) in 2017 to fifty percent (50%) in 2021.
- 1.7. Beyond the tragic human toll, the financial implications of opioid misuse are substantial. In 2019 alone, there were 56,623 hospital visits in Arizona related to opioid use, with an average cost of \$11,942.00 per visit, resulting in an estimated \$676 million in healthcare costs associated with opioids.
- 1.8. The escalating addiction rates and overdose deaths, driven by both prescription and illicit opioids, underscore a growing national crisis. Overdose fatalities now rank as the leading cause of preventable injury deaths in the United States, necessitating urgent and effective interventions through initiatives like OD2A-S.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR070152</p>	<p>IGA Amendment No: 2</p>	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

- 1.9. Navajo County Public Health Services District (NCPHSD) receives Overdose Data to Action (OD2A) Cooperative Agreement funds to achieve goals that align with Strategies aimed at enhancing surveillance, prevention, and intervention efforts related to overdose deaths. This includes implementing evidence-based practices to reduce opioid and stimulant misuse, improving harm reduction initiatives, fostering community partnerships, and addressing health disparities to ensure equitable access to care and support for affected populations. Through these efforts, NCPHSD seeks to enhance public health outcomes and ultimately decrease the incidence of both fatal and nonfatal overdoses in the community.

## 2. OBJECTIVE

- 2.1. The objective of this Agreement aims to address the escalating opioid crisis in Arizona by enhancing the capacity of County health departments to implement effective prevention strategies, improve access to overdose prevention tools and treatment options, and strengthen community linkages for individuals with Opioid Use Disorder (OUD). The expected outcomes include reduced opioid misuse, increased retention in care, and improved overall community health and safety.

## 3. SCOPE OF SERVICE

- 3.1. The purpose of this IGA, led by the NCPHSD, is to strengthen public safety partnerships, promote harm reduction, and establish community-based LtC to combat opioid misuse and overdose. NCPHSD shall ensure public safety representation on the Navajo County Overdose Fatality Review team, fostering collaboration between health and safety agencies to improve overdose prevention efforts. Additionally, NCPHSD shall provide training to public safety agencies on naloxone administration, encouraging broader participation in Naloxone Leave-Behind Programs to support those affected by overdose.
- 3.2. NCPHSD shall advance harm reduction through comprehensive education initiatives, increasing community access to naloxone and training on its proper use. Working with the Arizona Department of Health Services (ADHS) to provide naloxone, NCPHSD shall track its usage across the County, helping to monitor the program's effectiveness. Educational materials and media campaigns shall be developed to raise awareness on harm reduction strategies, emphasizing safe practices and overdose prevention.
- 3.3. To enhance community-based LtC, NCPHSD shall collaborate with local correctional facilities, schools, and businesses. These partnerships shall enable NCPHSD to connect individuals to resources and support systems that facilitate retention in care and access to necessary treatment options. Through these coordinated strategies, NCPHSD aims to strengthen community partnerships, promote harm reduction, and improve access to care for individuals impacted by opioid and substance use disorders in Navajo County.

## 4. REQUIREMENTS

- 4.1. The County shall designate a point of contact that shall be responsible for maintaining documentation of any public service announcements (PSAs) created and placed in the County, regarding opioid misuse prevention.
- 4.2. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS' Evaluation Team or Consultant to collect data and information necessary to assess the State and local progress with meeting grant related goals, objectives, evaluation, and outcomes.
- 4.3. Receive prior approval before developing or releasing any PSAs or new educational materials.
- 4.4. Prepare and submit annual budget(s) and work/ action plan(s).
- 4.5. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070152	IGA Amendment No: 2	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

- 4.6. Submit quarterly reports to ADHS detailing quarterly progress on grant activities.
- 4.7. Plan, schedule and attend onsite/ virtual site visits with ADHS staff, as necessary to meet grant requirements.
- 4.8. Attend and participate in quarterly Contractor meetings with ADHS.

## 5. FUNDING RESTRICTIONS

Funds cannot be used for the following:

- 5.1. Purchasing tents and sleeping bags is not allowable as this is considered housing supplies.
- 5.2. Promotional items:
  - 5.2.1. Promotional items with logos and website QR codes such as gifts and souvenirs. Items could include water bottles, lip balm, sunscreen, hand sanitizer, tote bag, wrist bands:
  - 5.2.2. Promotional items such as gifts and souvenirs are unallowable. However, advertising costs for the purpose of program outreach and purposes within the scope of the program can be considered allowable.
- 5.3. Cash as compensation for data collection or using cash for LtC outreach and engagement.
- 5.4. Funding for data collection or data analysis through Behavioral Risk Factor Surveillance System (BRFSS) or Youth Risk Behavior Surveillance System (YRBS) surveys.
- 5.5. Funding for neonatal abstinence syndrome (NAS) surveillance, or Hepatitis C/HIV surveillance.
- 5.6. Funding for wastewater/sewage surveillance.
- 5.7. Drug testing for deaths due to motor vehicle crashes.
- 5.8. Ensuring that PDMPs are easy to access and use by clinicians:
  - 5.8.1. Providing reimbursement/incentives to clinicians.
  - 5.8.2. Providing direct care, e.g., providing care based off Screening, Brief Intervention, and Referral to Treatment (SBIRT) tool or for substance use disorder (SUD)/OUD.
- 5.9. Integrate the PDMP with other health systems data:
  - 5.9.1. Spending beyond twenty percent (20%) of prevention budget on PDMP activities for PDMPs that do not meet the statutory standards as defined in 45 CFR Part 170 [as set forth in 21st Century Cures Act] which includes use of open standards, open architecture, and open application programming interfaces and maintaining bidirectional connections.
- 5.10. Costs associated with general clinician training/educational activities and clinic-associated items/activities:
  - 5.10.1. Providing financial incentives for clinicians to participate in educational sessions and training activities (e.g., participation in academic detailing, attending seminars, completion of post-session surveys).
  - 5.10.2. Purchasing/leasing furniture.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR070152</p>	<p>IGA Amendment No: 2</p>	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

- 5.10.3. Purchasing naloxone (e.g., Narcan).
- 5.10.4. Purchasing syringes (excluding syringes for use with intramuscular naloxone).
- 5.10.5. Implementing drug disposal (drug disposal programs, drug take back programs, drug drop box, drug disposal bags).
- 5.10.6. Providing direct patient care.
- 5.10.7. Conducting human immunodeficiency Virus (HIV), hepatitis B/C, and/or sexually transmitted infection (STI) testing.
- 5.11. Building and implementing health system capacity including but not limited to screening, diagnosing, connecting to, and supporting trauma-informed longitudinal care for OUD and Stimulant Use Disorder (StUD) and support recovery for adults and adolescents:
  - 5.11.1. Fees associated with clinicians obtaining Drug Enforcement Administration (DEA) licensure.
  - 5.11.2. Direct funding or expansion of the provision of clinical substance abuse treatment.
- 5.12. Developing and maintaining Public Health/Public Safety (PH/PS) partnerships or collaboratives at the State level:
  - 5.12.1. Direct patient care for those experiencing disrupted access to prescription opioids or other substances.
  - 5.12.2. Purchase of machines like TruNarc for the purpose of reducing fentanyl exposure among first responders.
  - 5.12.3. Activities without both a public health and public safety component.
- 5.13. Efforts to improve the sharing, availability, and/or use of data that are not directly related to drug threats, overdose, and associated drivers and harms.
- 5.14. Implementing evidence-based overdose prevention strategies at the intersection of PH/PS (including LtC and harm reduction):
  - 5.14.1. Purchasing naloxone (e.g., Narcan).
  - 5.14.2. Purchasing syringes (excluding syringes for use with intramuscular naloxone).
- 5.15. Implementing promising overdose prevention strategies at the intersection of PH/PS.
- 5.16. Syringe Service Programs (SSPs):
  - 5.16.1. Establishing a new SSP.
  - 5.16.2. Purchasing syringes (excluding syringes for use with intramuscular naloxone).
  - 5.16.3. Implementing drug disposal (drug disposal programs, drug take back programs, drug drop box, drug disposal bags).
  - 5.16.4. Provision of equipment solely intended for illegal drug use such as:

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR070152</p>	<p>IGA Amendment No: 2</p>	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

5.16.4.1. Cookers/spoons.

5.16.4.2. Syringes.

5.16.4.3. Pipes.

5.16.5. Procurement of other equipment solely intended for preparing drugs for illegal drug injection such as:

5.16.5.1. Sterile water.

5.16.5.2. Filters.

5.16.5.3. Tourniquets.

5.16.5.4. Razors.

5.16.5.5. Straws.

5.16.5.6. Plastic cards.

5.16.5.7. Tiny spoons.

5.16.6. Supervised consumption sites (controlled environments that facilitate safer use of illicit drugs by providing medical staff, clean facilities, and education).

5.17. Overdose Education and Naloxone Distribution (OEND):

5.17.1. Distribution of expired naloxone – OD2A funds may not be used to distribute expired naloxone - For guidance on distribution of expired naloxone using non-CDC funds, consult with your health department for guidance.

5.17.2. Purchase of naloxone.

5.18. Initiating LtC activities:

5.18.1. Funding or subsidizing rent for individuals linked to treatment.

5.19. Supporting retention in care:

5.19.1. Purchasing and distributing test strips for testing in biological samples for clinical decision-making purposes.

5.19.2. Providing limited, local housing (e.g., 1-2 days in a hotel) while linking individuals to treatment.

5.19.3. Purchasing/leasing furniture.

5.19.4. Purchasing naloxone (e.g., Narcan).

5.20. Facilitating and Maintaining Recovery.

5.20.1. Infrastructure costs for educational sessions and trainings (e.g., rent, utilities, etc.).



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070152	IGA Amendment No: 2	Procurement Officer: <b>Nathaniel Thomas</b>

**5.21. Cross category activities:**

- 5.21.1. Funding or subsidizing costs associated with programs other than those specifically targeting overdose prevention (unless to support staff salaries for linkage to treatment, harm reduction, and support services).
- 5.21.2. Implementing drug disposal (drug disposal programs, drug take back programs, drug drop box, drug disposal bags).
- 5.21.3. Direct patient care (e.g., medical provider salaries, the provision of treatment, treatment incentives).
- 5.21.4. HIV, hepatitis, and/or sexually transmitted infection testing.

**6. TASKS**

The County shall complete tasks to achieve the following goals under each prevention strategy:

- 6.1. Public Safety Partnerships: Developing or maintaining strong public health and public safety partnerships.
  - 6.1.1. Ensure Navajo County Overdose Fatality Review team has public safety representatives on the team.
  - 6.1.2. Train public safety agencies on naloxone usage and encourage participation in Naloxone Leave Behind Programs.
- 6.2. Harm Reduction: Dissemination of education and communication materials and media to community members.
  - 6.2.1. Increase Naloxone training and tracking of usage (with Naloxone provided by ADHS).
- 6.3. Community-Based LtC: LtC that support retention in care.
  - 6.3.1. Partnerships with corrections, schools, and businesses.

**7. STATE-PROVIDED ITEMS**

ADHS will:

- 7.1. Provide budget, work/ action plan, CER, and quarterly report templates.
- 7.2. Coordinate quarterly Contractor calls with County staff to facilitate State and County updates, and progress on opioid prevention projects and activities.
- 7.3. Host an annual meeting for funded agencies and organizations, either face-to-face or virtual.
- 7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.
- 7.5. Arizona Opioid Epidemic Webpage and Interactive Data Dashboard:
  - 7.5.1. [azhealth.gov/opioid](https://azhealth.gov/opioid).
- 7.6. Arizona Opioid Assistance and Referral (OAR) Line:

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070152	IGA Amendment No: 2	Procurement Officer: <b>Nathaniel Thomas</b>

7.6.1. <https://phoenixmed.arizona.edu/oar>.

7.7. CDC Drug Overdose Website:

7.7.1. <https://www.cdc.gov/drugoverdose/>.

## 8. APPROVALS

- 8.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, PSAs, publications, videos, or journal articles which will be developed and paid using funds awarded under this Agreement, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.
- 8.2. With prior written approval from the ADHS Program Manager, the County is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The County should reach out to the ADHS Program Manager before the end of the third (3rd) quarter, so that a timely amendment can be processed by ADHS.
- 8.3. Requests for publication, student thesis or dissertations based on the work funded by this IGA must be approved in writing, in advance, by the ADHS Principal Investigator. The County shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of the proposed publication date. ADHS agrees to limit circulation and use of such materials to internal distributions with ADHS and agrees that such distribution will be solely for the purposes of review and comment. ADHS may require additional statements and will provide the statements when needed.

## 9. DELIVERABLES

The County shall:

- 9.1. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS' Evaluation Team or Consultant to collect data and information necessary to assess the State and local progress with meeting grant related goals, objectives, evaluation, and outcomes.
- 9.2. Receive prior approval before developing or releasing any PSAs or new educational materials.
- 9.3. Prepare and submit annual budget(s) and work/ action plan(s).
- 9.4. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter.
- 9.5. Submit quarterly reports to ADHS detailing quarterly progress on grant activities.
- 9.6. Plan, schedule and attend onsite/ virtual site visits with ADHS staff, as necessary to meet grant requirements.
- 9.7. Attend and participate in quarterly Contractor meetings with ADHS.
- 9.8. Participate in Statewide media/ marketing efforts.
- 9.9. Attend and participate in ADHS' LtC workgroup.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p> <p><b>Procurement Officer: Nathaniel Thomas</b></p>
	Contract No.: CTR070152	IGA Amendment No: 2	

- 9.10. Attend and participate in any training, Statewide Contractor's meetings, or professional development provided by ADHS or its contracted vendors, as necessary.

**CDC Overdose Data to Action (OD2A) Grant Deliverables Timeline (September 1 - August 31)**

DELIVERABLE TITLE	DUE DATE
1st Quarter Survey Completion and CER (September – November)	December 31
2nd Quarter Survey Completion and CER (December – February)	March 31
3rd Quarter Survey Completion and CER (March – May)	June 30
4th Quarter Survey Completion and CER (June – August)	September 30

**10. Notices, Correspondence, and Reports**

- 10.1. Notices, correspondence and reports from the **County** to ADHS shall be sent to:

Arizona Department of Health Services  
Elizabeth Markona  
Opioid Program Administrator  
150 N 18th Avenue, Suite 310-B  
Phoenix, AZ 85007-3242  
Email: [elizabeth.markona@azdhs.gov](mailto:elizabeth.markona@azdhs.gov)

- 10.2. Contractor Expenditure Reports (CERs) and documentation from **County** to ADHS shall be sent to:

Arizona Department of Health Services  
**Dominic Orso**  
**OD2A Program Manager**  
150 N 18th Ave, Suite 310-B  
Phoenix, AZ 85007  
Email: [dominic.orso@azdhs.gov](mailto:dominic.orso@azdhs.gov)

- 10.3. Notices, correspondence, and reports from ADHS to the **County** shall be sent to:

Navajo County Public Health Services District  
Amy Stradling  
Outreach & Education Division Manager  
600 North 9th Place  
Show Low, AZ 85901  
Phone: (928) 532-6050 EXT 5522  
Email: [Amy.stradling@navajocountyaz.gov](mailto:Amy.stradling@navajocountyaz.gov)

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070152	IGA Amendment No: 2	Procurement Officer: <b>Nathaniel Thomas</b>

<b>COST REIMBURSEMENT</b> <b>Revised Annual Price Sheet</b>	
<b>ACCOUNT CLASSIFICATION</b>	<b>LINE-ITEM TOTALS</b>
Personnel <b>Services*</b>	<b>\$62,973.00</b>
<b>Employee Related Expenses*</b>	<b>\$12,342.00</b>
Professional <b>and</b> Outside Services	<b>\$0.00</b>
Travel*	<b>\$2,818.00</b>
Occupancy	<b>\$0.00</b>
Other Operating*	<b>\$1,448.00</b>
Capital Outlay ( <b>Equipment</b> )	<b>\$0.00</b>
*Indirect Rate <b>and</b> Costs ( <b>0.5%</b> )	<b>\$437.00</b>
<b>TOTAL ANNUAL (NOT TO EXCEED):</b>	<b>\$80,000.00</b>
<p>*Indicated indirect rate calculation</p> <p>**The <b>County</b> is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items <b>with the written approval from an ADHS Program Manager</b>. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an <b>Agreement</b> Amendment.</p>	

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer: <b>Nathaniel Thomas</b></p>
	Contract No.: CTR070152	IGA Amendment No: 2	

**Exhibit One (1) – 2CFR 200.332**

[eCFR eExhibit -§ 200.332](#)

**Prime Awardee: Arizona Department of Health Services**  
**UEI# QMWUG1AMYF65**

**Procurement Checks:**

Per § 180.300 the awarding agency must check that each subrecipient is not exclude dor disqualified. These checks can be performed in SAM.Gov.ADHS Procurement does these checks and uploads the results into APP or Euna Solutions (eCivis).

Subrecipient name (which must match the name associated with its unique entity identifier): Navajo County Public Health Services District

Subrecipient's unique entity identifier (UEI #): FH3HTA8K5456

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number): NU17CE010227

Federal Award Date 11/21/2024

Sub-recipient/Subaward Period of Performance Start and End Date; 09/01/2023-08/31/2028

Sub-recipient/Subaward Budget Period Start and End Date: 09/01/2024-08/31/2025

Amount of Federal Funds Obligated in the subaward: 80,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts): 574,821.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) PODA - Overdose Data to Action in States

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity Centers for Disease Controland Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: (complete an additional form if more than one federal funding source is being used to pay for the services). 93.136

	<p align="center"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p align="center"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR070152	IGA Amendment No: 2	Procurement Officer: <b>Nathaniel Thomas</b>

Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	10%



## Board of Supervisors Regular

6. a. 2.

**Meeting Date:** 04/08/2025

**Title:** CTR063750 Amendment 2

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Amy Stradling, Department Manager

**Department:** NC Public Health Services District

---

### Motion before the Board:

Intergovernmental Agreement, CTR 063750 Amendment 2, between the Arizona Department of Health Services and Navajo County Public Health Services District to continue the overdose fatality reviews

### Background:

NCPHSD has been reviewing local overdose deaths since 2019. These reviews are a formal process to systemically share information on the death event and identify risk factors in those deaths. The team members make recommendations for program and policy changes to help prevent overdose deaths. Changes are reflected in red.

---

### Attachments

CTR063750 Amendment 2 SOR

---

### Form Review

Inbox	Reviewed By	Date
Health Director	Janelle Linn	03/24/2025 04:12 PM
Brandt Clark	Brandt Clark	03/25/2025 08:35 AM
Health Director	Janelle Linn	03/25/2025 10:38 AM
Form Started By: Amy Stradling		Started On: 03/24/2025 02:44 PM
Final Approval Date: 03/25/2025		





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
OFFICE OF PROCUREMENT  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007  
Procurement Officer:  
**Nathaniel Thomas**

Contract No.: CTR063750

IGA Amendment No: Two (2)

### ARIZONA'S PRESCRIPTION DRUG OVERDOSE PREVENTION PROGRAM

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:
  - 1.1. The Scope of Work is revised and replaced.
  - 1.2. The Price Sheet is revised and replaced.
    - 1.2.1. The Total Annual Not to Exceed Amount for Fiscal Year 2024 was exceeded by \$638.08, and has been adjusted to account for the over-expenditure in the Revised Fiscal Year 2024 Price Sheet.
  - 1.3. Exhibit A is revised and replaced.

**ALL CHANGES ARE REFLECTED IN RED**

**All other provisions of this agreement remain unchanged.**

#### Navajo County – Public Health Services

Contractor Name:

**117 East Buffalo Street**

Address:

**Holbrook**

**AZ**

**86025**

City

State

Zip

County Authorized Signature

Print Name

Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Print Name

Procurement Officer

Contract No.: **CTR063750**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
OFFICE OF PROCUREMENT  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007  
Procurement Officer:  
**Nathaniel Thomas**

Contract No.: CTR063750

IGA Amendment No: Two (2)

Signature	Date	
Assistant Attorney General		
Print Name		

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR063750	IGA Amendment No: Two (2)	Procurement Officer: <b>Nathaniel Thomas</b>

**1. DEFINITIONS:**

- 1.1. "ADHS" for the purpose of this document refers to the Arizona Department of Health Services.
- 1.2. "OIVP" for the purpose of this document refers to the Office of Injury and Violence Prevention within the Arizona Department of Health Services.
- 1.3. "CDC" for the purpose of this document refers to the Centers for Disease Control and Prevention.
- 1.4. "CME" for the purpose of this document refers to Continuing Medical Education.
- 1.5. "CSPMP" for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.
- 1.6. "County or County Health Department" for the purpose of this document means the individual counties selected as high-burden areas in the state to implement the Prescription Drug Misuse and Abuse Toolkit.
- 1.7. "County Health Department Program Managers" for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.
- 1.8. "DEA" for the purpose of this document refers to the United States Drug Enforcement Administration.
- 1.9. "High-burden areas" for the purpose of this document refers to communities which are identified by ADHS and Contractor as areas within the county with the highest rates of prescription drug mortality and morbidity.
- 1.10. "NAS" for the purpose of this document refers to Neonatal Abstinence Syndrome.
- 1.11. "Partners" for the purpose of this document refers to state agencies, providers, evidence-based practices (EBP's), communities and others.
- 1.12. "PSAs" for the purpose of this document refers to public service announcements.
- 1.13. "RHBAs" for the purpose of this document refers to Regional Behavioral Health Authorities.
- 1.14. "Rx" for the purpose of this document refers to prescription.
- 1.15. "ADHS Program Manager" means Arizona Department of Health Services employed staff managing the Project contract.
- 1.16. "ADHS Injury Epidemiologist" means Arizona Department of Health Services employed injury epidemiologist.
- 1.17. "Shall or Must" means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Agreement.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer: <b>Nathaniel Thomas</b></p>
	Contract No.: CTR063750	IGA Amendment No: Two (2)	

## 2. BACKGROUND

- 2.1. ADHS OIVP administers funds provided by AHCCCS for operation of the State Opioid Response program.
- 2.2. The overarching goal of SOR funds is to support Arizona in building the local capacity for counties to develop drug OFR teams. OFR teams bring together community agencies in a formal process to systematically share information on the death event and to identify risk factors in those deaths.
- 2.3. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. The latest numbers from the CDC show a reported 92,452 overdose deaths for the year 2020, up thirty percent (30%) from the 71,130 deaths in 2019. Of those 2020 deaths, opioids were involved in 69,031, which accounts for seventy-five percent (75%) of all drug overdose deaths.
- 2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28<sup>th</sup>) for opioid prescribing with forty-four point one (44.1) prescriptions per 100 people; but this is no longer the root cause of overdose deaths.
- 2.5. Now, the main driver of the opioid crisis is fentanyl. In 2019, synthetic opioids were involved in more than 36,000 deaths in the U. S., which is about seventy-three percent (73%) of all opioid-involved deaths that year. Most of these fentanyl deaths were due to illicitly-made fentanyl, which is found in counterfeit pills and being mixed into other drugs such as heroin. Other street drugs (such as methamphetamines) may be laced with fentanyl without the user's knowledge, adding to risk of overdose. In Arizona, presence of fentanyl in overdoses significantly increased from nine percent (9%) in 2017 to fifty percent (50%) in 2021.
- 2.6. In addition to the human cost, the financial burden of opioid misuse is enormous. In 2019, there were 56,623 hospital visits related to opioids in Arizona, at an average cost of \$11,942 per visit. This equals about \$676 million dollars in health care costs due to opioids.
- 2.7. Prescription and illicit opioids, like fentanyl, are addictive and responsible for an increasing number of deaths in Arizona. This rise reflects a growing problem across the nation and overdose deaths are the leading cause of preventable injury death.
- 2.8. ADHS will work with county health departments to build capacity/systems to address drug misuse and abuse within their community by supporting their case management projects.

## 3. OBJECTIVE

With resources awarded through AHCCCS, ADHS is building the local capacity for counties to develop drug OFR teams. ADHS will work with county health departments to build capacity/systems to address drug misuse and abuse within their community by setting up a county drug OFR team. The objective of the SOR funding distributed to county health departments supporting case management is that the counties will focus on providing supports using community health workers, case management, first responders, and peer navigators to address high-risk populations in an effort to improve linkages to care.

- 3.1. Enhancing the capacity of county health departments to address the opioid epidemic through implementation of prevention-based strategies that will lessen the overall impact and burden of opioid misuse across the community.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b>  150 N. 18 <sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR063750	IGA Amendment No: Two (2)	Procurement Officer: <b>Nathaniel Thomas</b>

#### 4. TASKS

The Contractor shall complete the following tasks to achieve the program goals:

- 4.1 Designate a point of contact that will be responsible for conducting systematic, multidisciplinary, and multimodality reviews of drug overdose fatalities and identify actionable prevention recommendations for implementation at the local level.
- 4.2 Request and collect records for each case, including but not limited to:
  - 4.2.1 Medical, including toxicology and medical examiner.
  - 4.2.2 Behavioral Health records.
  - 4.2.3 Criminal justice records.
  - 4.2.4 Prescription drug history records (CSPMP).
  - 4.2.5 Department of Child Services records.
  - 4.2.6 Emergency Medical Services/Fire Department records.
  - 4.2.7 Next of kin interviews (if applicable).
- 4.3 Based on records received, use the data tool spreadsheet to document case demographics, methods of injury, substance use history, behavioral health history, healthcare utilization, stressors, childhood history, and chronic conditions of OFR cases.
- 4.4 Enter information from all records collected into the data tool spreadsheet.
- 4.5 Submit completed data tool spreadsheet to the OFR Epidemiologist at ADHS.
- 4.6 Respond to feedback from the OFR Epidemiologist to ensure data can be included in the annual OFR data analysis and statewide report.
- 4.7 Build and maintain working relationships between local stakeholders on overdose prevention.
- 4.8 Attend and participate in contractor meetings.
- 4.9 **Establish Linkages to Care:**
  - 4.9.1 **Have a representative from the County participate in the ADHS Linkages to Care workgroup.**
- 4.10 **Case Management:**
  - 4.10.1 **Create or enhance case management systems to help individuals navigate the processes by which care may be procured.**
  - 4.10.2 **Identifying the needs of incarcerated individuals during initial assessment and subsequent sessions.**
  - 4.10.3 **Match each individual with the local or nearest facility to provide necessary treatment and begin developing a discharge plan.**

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR063750</p>	<p>IGA Amendment No: Two (2)</p>	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

4.10.4 **Coordinate with inpatient/outpatient behavioral health, probation/attorney/court programs, and/or health plans.**

4.10.5 **Ongoing coordination of the transportation program to initiate warm hand-off upon release.**

## 5. DELIVERABLES

The Contractor shall provide:

- 5.1 A complete annual Overdose Fatality Review data collection tool using the template provided by ADHS. A complete data tool entail:
  - 5.1.1 A death certificate number for each case.
  - 5.1.2 At least one (1) standardized prevention recommendation for each case reviewed.
  - 5.1.3 Each case has no more than four (4) columns with missing or “unknown” responses.
  - 5.1.4 No missing data in required columns.
  - 5.1.5 All cases submitted follow the state’s case requirements of at least eighteen (18) years of age, not pregnant in the last year, Arizona resident, and not a suicide death.
  - 5.1.6 Notation of medical records received for each case, including facility or provider requested from, date request sent, and date records received.

## 6. REQUIREMENTS

The Contractor shall:

- 6.1 Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS’ Evaluation Team or Consultant to collect data and information necessary to assess the state and local progress with meeting grant related goals, objectives, evaluation, and outcomes;
- 6.2 Prepare and submit annual budget(s) and work/ action plan(s).
- 6.3 Prepare and submit quarterly Contractors Expenditures Reports (CERs) with documentation
- 6.4 Submit quarterly reports to ADHS detailing quarterly progress on funded activities.
- 6.5 Attend and participate in quarterly contractor meetings with ADHS.
- 6.6 Assign at least one staff person to attend and participate in ADHS’ Linkages to Care workgroup.
- 6.7 Attend and participate in any training, statewide contractor’s meetings, or professional development provide by ADHS or its contracted vendors, as necessary.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR063750	IGA Amendment No: Two (2)	Procurement Officer: <b>Nathaniel Thomas</b>

**State Overdose Response (SOR) Grant Deliverables Timeline (September 30<sup>th</sup> – September 29<sup>th</sup>)**

Deliverable Title	DUE DATE
1 <sup>st</sup> Quarter Survey Completion and CER (October – December)	January 31 <sup>st</sup>
2 <sup>nd</sup> Quarter Survey Completion and CER (January – March)	April 30 <sup>th</sup>
Local OFR Data Submission	May 1st
3 <sup>rd</sup> Quarter Survey Completion and CER (April – June)	July 31 <sup>st</sup>
Complete Local Annual OFR Analysis	July 1 <sup>st</sup>
4 <sup>th</sup> Quarter Survey Completion and CER (July – September)	October 31 <sup>st</sup>

**7. STATE PROVIDED ITEMS**

ADHS will:

- 7.1. Provide budget, work/ action plan, CER, and quarterly report templates.
- 7.2. Coordinate quarterly contractor calls with county staff to facilitate state and county updates, and progress on opioid prevention projects and activities.
- 7.3. Host an annual meeting for funded agencies and organizations, either face-to-face or virtual.
- 7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.
- 7.5. Provide data and case records for the contractor's local OFR program.

**8. REFERENCE DOCUMENTS**

- 8.1. Arizona Opioid Epidemic webpage and Interactive Data Dashboard- [azhealth.gov/opioid](https://azhealth.gov/opioid)
- 8.2. Arizona Opioid Assistance and Referral (OAR) Line- <https://phoenixmed.arizona.edu/oar>
- 8.3. Centers for Disease Control and Prevention (CDC) Drug Overdose Website- <https://www.cdc.gov/drugoverdose/>
- 8.4. Substance Abuse and Mental Health Services Administration (SAMSHA) Programs Website- <https://www.samhsa.gov/programs>

**9. APPROVALS**

- 9.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.
- 9.2. Requests for publication, student thesis or dissertations based on the work funded by this intergovernmental Agreement must be approved in writing, in advance, by the ADHS Principal Investigator. The contractor shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of proposed publication date. ADHS agrees to limit circulation and use of such materials to internal distributions with ADHS and agrees that such distribution will be solely for the purposes of review and comment ADHS may require additional statements and will provide the statements when needed.



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer: <b>Nathaniel Thomas</b></p>
	Contract No.: CTR063750	IGA Amendment No: Two (2)	

- 9.3. ADHS will provide confidential data and case records to the contractor for the contractor's local OFR program per ARS 36-198-Access to Information. Data and case records provided will be limited to contractor's staff or consultants who develop the local team's case review(s). Data and case records will not be share or transferred without ADHS' written approval.

#### NOTICES, CORRESPONDENCE, REPORTS

- 9.4. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Chronic Disease and Health Promotion  
**Lauren Murphy**  
Health Program Manager III – State Opioid Response Grant  
150 North 18<sup>th</sup> Avenue, Suite 310-B  
Phoenix, AZ 85007  
Tel: **480-349-8539**  
Email: [lauren.murphy@azdhs.gov](mailto:lauren.murphy@azdhs.gov)

Arizona Department of Health Services  
Bureau of Chronic Disease and Health Promotion  
Elizabeth Markona  
Opioid Program Administrator  
150 North 18<sup>th</sup> Avenue, Suite 310-B  
Phoenix, AZ 85007  
Phone: 480.915.7655  
Email: [Elizabeth.markona@azdhs.gov](mailto:Elizabeth.markona@azdhs.gov)

- 9.5. Contractor Expenditure Reports (CERs) and documentation rom the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Chronic Disease and Health Promotion  
**Lauren Murphy**  
Health Program Manager III – State Opioid Response Grant  
150 North 18<sup>th</sup> Avenue, Suite 310-B  
Phoenix, AZ 85007  
Tel: **480-349-8539**  
Email: [lauren.murphy@azdhs.gov](mailto:lauren.murphy@azdhs.gov)

Arizona Department of Health Services  
Bureau of Chronic Disease and Health Promotion  
Elizabeth Markona  
Opioid Program Administrator  
150 North 18<sup>th</sup> Avenue, Suite 310-B  
Phoenix, AZ 85007  
Phone: 480.915.7655  
Email: [Elizabeth.markona@azdhs.gov](mailto:Elizabeth.markona@azdhs.gov)

- 9.6. Invoices shall be emailed to: [Invoices@azdhs.gov](mailto:Invoices@azdhs.gov) .

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</b></p> <p>150 N. 18<sup>th</sup> Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR063750</p>	<p>IGA Amendment No: Two (2)</p>	<p>Procurement Officer: <b>Nathaniel Thomas</b></p>

9.7. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Amy Stradling  
 Outreach & Education Division Manager  
 Navajo County Public Health Services District (NCPHDS)  
 600 North 9<sup>th</sup> Place  
 Show Low, AZ 85901  
 (928) 532-6050 EXT 5522  
[Amy.stradling@navajocountyaz.gov](mailto:Amy.stradling@navajocountyaz.gov)

Bencita Bowman  
 Finance Manager  
 Navajo County Public Health Services District (NCPHDS)  
 600 North 9<sup>th</sup> Place  
 Show Low, AZ 85901  
 (928) 532-6050  
[Bencita.bowman@navajocountyaz.gov](mailto:Bencita.bowman@navajocountyaz.gov)



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
OFFICE OF PROCUREMENT  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007  
Procurement Officer:  
**Nathaniel Thomas**

Contract No.: CTR063750

IGA Amendment No: Two (2)

### REVISED PRICE SHEET

#### State Opioid Response (SOR) Cost Reimbursement Price Sheet FY24

<u>Account Classification</u>	<u>Total Budget</u>
Personnel	\$15,522.91
ERE	\$7,234.82
Travel	\$2,504.00
Other Operating	\$376.35
<b>TOTAL (ANNUAL NOT TO EXCEED)</b>	<b>\$25,638.08</b>

#### State Opioid Response (SOR) Cost Reimbursement Price Sheet FY25-FY27

<u>Account Classification</u>	<u>Total Budget</u>
Personnel	\$68,250.00
ERE	\$23,888.00
Professional & Outside Services	\$0.00
Travel	\$1,130.00
Occupancy	\$0.00
Other Operating	\$1,732.00
Capital Outlay	\$5,000
**Indirect (10%)	\$0.00
<b>TOTAL (ANNUAL NOT TO EXCEED)</b>	<b>\$100,000.00</b>

\*\*With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an **Agreement** Amendment.



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
OFFICE OF PROCUREMENT  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007  
Procurement Officer:  
**Nathaniel Thomas**

Contract No.: CTR063750

IGA Amendment No: Two (2)

### Exhibit A – 2 CFR 200.332

[eCFR eExhibit -§ 200.332](#)

**Prime Awardee: Arizona Department of Health Services**  
**UEI# QMWUG1AMYF65**

#### Procurement Checks:

Per § 180.300 the awarding agency must check that each subrecipient is not exclude or disqualified. These checks can be performed in SAM.Gov. ADHS Procurement does these checks and uploads the results into APP or Euna Solutions (eCivis).

[§ 180.300](#)

Subrecipient name (which must match the name associated with its unique entity identifier):

Arizona Department of Health Services

Subrecipient's unique entity identifier (UEI #):

QMWUG1AMYF65

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

H79TI087838

Federal Award Date

Contract Date 09/24/2024

**Sub-recipient**/Subaward Period of Performance Start and End Date;

09/30/2024 – 09/29/2025

**Sub-recipient**/Subaward Budget Period Start and End Date:

09/30/2024 - 09/29/2025

Amount of Federal Funds Obligated in the subaward:

\$1,860,649

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$100,000.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Overdose Fatality Reviews and Case Management

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Substance Abuse & Mental Health Services Administration (SAMHSA)

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: (complete an additional form if more than one federal funding source is being used to pay for the services).

93.788

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414

0%

**Board of Supervisors Regular****6. a. 3.****Meeting Date:** 04/08/2025**Title:** General Medical Equipment Service Agreement**Submitted For:** Janelle Linn, Health Director**Submitted By:** Cathy Solomon, Nurse EPI**Department:** NC Public Health Services District

---

**Motion before the Board:**

Service agreement between Navajo County Public Health Service District and Summit Healthcare Association for general medical equipment calibration

**Background:**

The State of Arizona requires all licensed out-patient treatment centers to have their medical equipment calibrated annually. This service agreement permits Summit Healthcare Association to calibrate the general medical equipment at the Navajo County Public Health Services District Clinic, allowing the clinic to maintain compliance. This is a renewal of a long standing contract with Summit Healthcare to perform this service for our organization.

---

**Attachments**

Calibration Service Agreement

---

**Form Review****Inbox**

Brandt Clark  
Health Director  
Health Director  
Form Started By: Cathy Solomon  
Final Approval Date: 03/25/2025

**Reviewed By**

Brandt Clark  
Janelle Linn  
Janelle Linn

**Date**

03/25/2025 08:39 AM  
03/25/2025 10:37 AM  
03/25/2025 10:38 AM  
Started On: 03/24/2025 04:41 PM

## SERVICE AGREEMENT

By this SERVICE AGREEMENT ("Agreement"), **SUMMIT HEALTHCARE ASSOCIATION, d/b/a/ SUMMIT HEALTHCARE REGIONAL MEDICAL CENTER** ("Provider") and the undersigned Customer, **NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT\_** ("Customer"), including the parties' respective successors and assigns, agree as follows:

### 1. RECITALS.

- 1.1 Provider is a charitable, nonprofit corporation pursuant to Section 501(c) (3) of the Internal Revenue Code that provides medical care to the general public in southern Navajo and Apache Counties in Arizona.
- 1.2 Provider employs Biomedical Technicians/Clinical Engineers who provide maintenance and repair service for equipment used in the medical and health service industry;
- 1.3 Provider desires to offer maintenance and repair services to customers with qualifying equipment set forth in Exhibit "B" attached hereto.
- 1.4 Customer has leased and/or purchased the equipment set forth in Exhibit "B" attached hereto (the "Equipment") and desires to retain Provider to service the Equipment (the "Services") pursuant to this Agreement.

2. TERM. The initial term of this Agreement shall be for (3) Three Years, commencing on \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") and terminating \_\_\_\_\_. Prior to the expiration of the Term, the Agreement may be extended through a written amendment.

3. PROVIDER'S OBLIGATIONS. Provider agrees to provide the services below for the Equipment set forth in Exhibit "B", on the terms and conditions set forth in this Agreement and in Exhibit "A", including but not limited to:

- \* Scheduled maintenance service, at the intervals indicated in Exhibit "A";
- \* Service work required pursuant to changes in federal, state or local law;
- \* Unscheduled Service or Emergency Repair service at the request of authorized Customer personnel (such personnel being set forth in Exhibit "A").

Notwithstanding the above, Provider shall be under no obligation to furnish maintenance or repair services for non-qualified equipment. For the purposes of this Agreement, non-qualified equipment shall be:

- \* Any Equipment that has been modified by Customer or any other non-authorized person.
- \* Any Equipment maintained under this Agreement in which Customer does not allow Provider to incorporate manufacturer recommended enhancements or improvements.
- \* Any Equipment that is outside its manufacturer's specified service life.
- \* Any Equipment to which Customer does not provide access to Provider personnel.
- \* Any Equipment not operated in accordance within its manufacturer's manual or guidelines.
- \* Any Equipment serviced by anyone other than Provider.
- \* Any Equipment that has been relocated without the written authorization of Provider.

4. **CUSTOMER'S OBLIGATIONS.** Customer agrees to use its best efforts to provide Provider safe and clear access to all of the Equipment for Scheduled Maintenance at the time agreed upon between the parties or at such dates and times necessary for Provider to carry out its obligations hereunder.
5. **BILLING AND PAYMENT.** Customer shall pay Provider the fees set forth in the attached Exhibit "A". Provider will bill Customer for the Services by an invoice detailing the Services provided during the relevant time period. The terms of payment are net thirty (30) days; provided, however, all invoices not paid within thirty (30) days of the bill date shall accrue interest on the amount due and owing at the annual rate of 18% until Provider is paid in full. If this Agreement is terminated as provided for herein, then all outstanding invoices shall immediately become due and payable upon the termination date.
6. **CERTIFICATE OF INSURANCE.** Provider will provide Customer with a certificate of insurance, upon request by Customer, which shall set forth the insurance coverage carried by or on behalf of Provider with respect to the Services provided hereunder. Provider may reasonably self-insure its obligations hereunder.



7. **STATUS OF THE PARTIES.** Provider will for all purposes be considered an independent contractor and neither Provider nor Provider's employees will be considered, or will act, either directly or indirectly, as an agent, servant or employee of Customer. Further, nothing in this Agreement shall be construed to establish a joint venture between Provider and Customer.
8. **COMMENCEMENT AND TERMINATION OF THIS AGREEMENT.** This Agreement shall become effective upon signing by authorized representatives of both parties. Either party may terminate this Agreement at any time with or without cause upon giving ninety (90) days prior written notice to the other party.
9. **MODIFICATIONS AND AMENDMENTS.** This Agreement may only be altered or amended through a written amendment signed by authorized agents of both parties; provided, however, that the prices set forth in Exhibit "A" shall be subject to change annually by Provider upon thirty (30) days prior written notice to the Customer. Within fifteen (15) days after the receipt of any such price change, the Customer may terminate this Agreement by giving Provider 30 day's written notice.
- 9.1 **Changes to Inventory.** If the addition or deletion of major equipment meets or exceeds 15%, an adjustment to the contracted price shall be implemented. A written Addendum itemizing the adjustment shall be negotiated in good faith and signed by authorized representatives of both parties.
10. **DEFAULT AND REMEDIES.**
- 10.1 **Default.** In the event that either party fails to perform its obligations hereunder, such party shall be considered to be in default upon receipt of a written notice from the other party specifying with the specific nature of the default. If the defaulting party fails to cure the specified default within ten (10) days thereafter, then such party shall be deemed to be in breach of this contract, and the other party may pursue any and all legal remedies available, including without limitation, immediate termination of this contract and cessation of further performance of any duties and obligations of the non-defaulting party pursuant to this Agreement.
- 10.2 **Injunctive Relief.** The parties agree that the remedies available at law may be inadequate and that both parties shall be entitled to equitable relief, including without limitation, injunctive relief, specific performance, or other equitable remedies in addition to all other remedies provided hereunder or available to both parties at law or equity.

- 10.3 **Remedies Cumulative.** No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or at common law or by statute.
- 10.4 **Costs and Attorneys' Fees.** In the event any legal action or other proceeding is pursued for the enforcement of this Agreement, or arising out of any dispute, breach, default or misrepresentation in connection with the Agreement, then the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

11. **GENERAL PROVISIONS.**

- 11.1 **Limitation on Actions.** No action or proceeding to enforce any rights arising under or relating to this Agreement shall be commenced more than one year after the occurrence of the specific events giving rise to the cause of action upon which such action or proceeding is based.
- 11.2 **Notices.** Any notice or communication to be given under the terms of this Agreement shall be in writing and delivered in person or deposited, certified or registered, in the United States Mail, postage pre-paid, addressed as noted on this signature lines of this Agreement, or to such other address as either party may from time to time designate by notice hereunder. Notices shall be effective upon delivery in person, or at midnight on the third business day after the date of mailing, if mailed.
- 11.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 11.4 **No Waiver by Failure to Act.** Neither failure nor any delay on the part of either party hereto in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right preclude any other or further exercise of that or any other right.
- 11.5 **Assignment.** This Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Provider shall have the right to assign or otherwise transfer its interest under this Agreement to any related entity. A related entity shall include a parent, subsidiary or entity resulting from a sale of all or substantially all of Provider's assets, or from a merger or consolidation of Provider with or into another entity(s). Such an assignment shall not require the consent of approval of Customer.

11.6 **Availability of Records.** When required by federal and/or state regulations for four (4) years after the provision of services pursuant to this Agreement, Provider shall make available to the Health and Human Services Secretary, or the Comptroller General, or their duly authorized representatives, this Agreement, books documents, and records of Provider that are reasonably necessary to certify the nature and extent of such costs. If Provider carries out any of the duties of this Agreement through a subcontract with a value of cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontracts shall contain a clause to the effect that until the expiration of four (4) years after the provision of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Health and Human Resources Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such cost.

11.7 **Entire Agreement.** This Agreement constitutes and embodies the full and complete understanding and agreement of Provider and Customer with respect to the subject matter and supersedes all prior understandings or agreements whether oral or in writing with regard thereto. In the event any term or provision of this Agreement is declared invalid or unenforceable for any reason, then this Agreement will nonetheless remain in full force and effect and shall be interpreted as though such invalid or illegal provision were deleted.

11.8 **Right to Subcontract.** Provider reserves the right to subcontract its obligations to perform all or any portion of the Services hereunder to an authorized third party, so long as the provision of Services meets or exceeds the requirements herein. Provider shall remain liable for provision and performance of Services, unless otherwise specifically agreed to in writing by Customer.

11.9 **Force Majeure.** Neither party shall be liable for delays in delivery or performance or failure to deliver or perform due to a cause beyond its reasonable control, including but not limited to an act of God, act or omission of the other party, act of civil or military authority, Governmental priority, fire, strike or other labor disturbance, flood, epidemic, quarantine restriction, war, riot, delay in transportation, inability due to a cause beyond its reasonable control to obtain necessary, materials, components, services, manufacturing facilities or any other commercial impracticability. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of a supply or product shortage, Provider shall have the right to allocate its available resources among its customers in such a manner as Provider deems to be equitable.

## 12. **SANCTIONS**

Customer hereby expressly represents and warrants to Provider that none of Customer's signature authorities and none of those signature authorities' immediate family have

been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to provisions of 42 U.S.C. § 1320 a.7, or been excluded from government contracts by the General Services Administration (GSA). Further, if, during the term of this Agreement, any of Customer's signature authorities, or any of those signature authorities' immediate family is placed on the sanctions list, Customer shall immediately notify Provider in writing of the event and such notice shall contain reasonably sufficient information to allow Provider to determine the nature of the sanction. Provider shall have the right to terminate this Agreement immediately by written notice to Customer if any of Customer's signature authorities or any of those signature authorities' immediate family is placed on the sanctions list or banned from government contracts by GSA.

**13. INDEMNIFICATION**

Each party shall indemnify and hold harmless the other, its respective employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party occurring in the performance of its responsibilities under this Agreement. Where both Customer and Provider, including their respective officers, employees, agents and subagents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

**14. LIMITATIONS OF LIABILITY, WARRANTY**

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) shall Provider's total liability to Customer for any and all loss or damage arising out of, or resulting from, this Agreement, or from its performance or breach, or from any parts or services, exceed the total fees paid by Customer (excluding reimbursable expenses and taxes, if any) for the twelve (12) month period prior to the date of the event giving rise to the alleged claim.

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), shall Provider be liable to Customer for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, service materials or facilities, services or replacement power, down time costs.

NOTHING HEREIN IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY TO THIRD PARTIES ARISING FROM A PARTY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT.

If Provider furnishes Customer with advice or other assistance which concerns the Equipment or any part or service supplied hereunder, or any system or equipment to which same might be installed or to which it might relate and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Provider to any liability, whether in contract, warranty, tort (including negligence and strict liability), or otherwise.

Provider warrants that all labor provided hereunder will be performed by qualified technicians. Because it is impossible to predict the service life of parts and the use of Equipment, the Services provided under this Agreement are not intended to guarantee the safe operation of Equipment for every use. Other than as expressly provided for herein, no IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

15. **NON-RECRUITMENT AND NON-HIRE.** Customer recognizes that Provider has made substantial efforts and incurred substantial expense to recruit, employ and train personnel. As such, Customer shall not, without Provider's prior written consent, actively recruit for employment any individual who is performing work under this Agreement (an "Individual") during the term of this Agreement and for a period of one (1) year following the cessation of the Individual's work under this Agreement.

Customer shall provide written notice of Customer's obligations under this Section to any potential or actual provider of services similar to those contemplated by this Agreement, or any potential or actual employment agency or recruiter, prior to the engagement of such parties. In the event of a breach of the covenant contained herein, Provider shall be entitled to receive an amount equal to two (2) times the annual salary (and other compensation, including bonuses) and benefits costs which Provider would have paid over a one (1) year period in connection with such Individual. The parties agree that the aforementioned amounts are reasonable and shall constitute liquidated damages and not a penalty.

Additionally, Provider shall have the right to (i) seek an injunction against further violations of this Section; or (ii) pursue whatever other remedies are available under this Agreement or at law or in equity.

Customer expressly acknowledges the importance of the covenants of this provision, and recognizes that Provider would not enter into this Agreement or provide the Services to Customer, without Customer's consent to this provision. The provisions of this Section shall survive termination or expiration of the Agreement, except that in the event of dissolution or cessation of Provider's business, Provider waives all rights under this Section and Customer may actively recruit and employ Provider's employees, including any Individuals.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the latter day and year set forth below.

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

Provider:

Summit Healthcare Regional Medical Center  
2200 Show Low Lake  
RoadShow Low, AZ  
85901

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature

## **EXHIBIT "A"**

### **SERVICES AND FEES**

This Exhibit is attached to and incorporated in that certain Services Agreement by and between **SUMMIT HEALTHCARE REGIONAL MEDICAL CENTER**, an Arizona Corporation ("Provider"), and **NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT** ("Customer").

Provider agrees to provide the maintenance and/or repair Services for Customer's Equipment at the prices set forth below.

- a. **Scheduled Maintenance Service.** As recommended by the Arizona Department of Health Services (ADHS), Joint Commission, American College of Radiology (ACR), Accreditation Association for Ambulatory Health Care, Inc. (AAAHC) and other licensing and accrediting agencies, periodic maintenance is scheduled to include:

☒ **CLINICAL EQUIPMENT SERVICES** **PM Contract Annual Fee: \$860.00**  
**Repair Labor/ billable services per hour: \$150.00**

- All Scheduled Maintenance Labor Included in Annual Fee
- All Scheduled Maintenance Travel Charges Included in Annual Fee
- All Maintenance Parts Included in Annual Fee
- Repair Labor and Travel related to repair are additional cost charged per hour
- Repair parts are additional cost
- Needed repairs found during Preventative Maintenance Inspection are additional cost and will only be performed upon request of customer.
- Incoming Inspections on New Equipment and Rentals/Loaners are additional cost charged per hour.
- Maintenance Performed to Manufacturer's Specifications Unless Otherwise Agreed Upon. All consumables (batteries, bulbs, etc.) will not be replaced as part of PM process unless customer requests replacement. Customer will be charged for cost of consumable.
- Invasive/Non-Invasive Output Verification
- Electrical Safety Inspection
- Physical Inspection and Functional Check
- Identification of Equipment Requiring Repair
- Complete Service History Documentation
  - Overall Equipment Inventory by Cost Center
  - Scheduled Maintenance summary (each inspection)
  - Delinquent Scheduled Maintenance Report

### **JOINT COMMISSION ENVIRONMENT OF CARE QA REPORTING**

☒ **SUMMIT HEALTHCARE CLINICAL EQUIPMENT SERVICES** **Annual Fee: Included**



- SM completion %
- Incomplete SM detail
- Excessive equipment category failures
- Excessive equipment item failures
- SM failure %
- Indeterminate equipment failures

***\*\*This service quotation is subject to SUMMIT HEALTHCARE service inspection prior to contract start. Pre-existing issues are customer's responsibility and (or) will be omitted from service coverage above.***

- b. **Demand Repair and Billable Services.** Damage (customer negligence, water and/or accidental), obsolescence, factory overhauls (e.g. refurbishments, upgrades, modifications), and special projects (e.g. installations/removals), are billed time and materials as incurred.
- c. **Scheduling.** Scheduled Maintenance Services will be provided during Provider's normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays. Provider will provide Customer with a Schedule describing when Customer shall make the Equipment available for regular Scheduled Maintenance Service. Any unscheduled or emergency service shall include after hours, holidays, same day service, and weekends; and as such, shall be billed at a rate of \$200 per hour. Same day services shall be left to the discretion of the biomed tech to define it as an emergency, as long as it is within hours of operation.
- d. **Computerized Maintenance Management System.** An important part of the program is our Computerized Maintenance Management System (FSI). The FSI database tracks all assets, inventory, maintenance reports, and repairs. Service reports are to be generated from FSI upon completion of maintenance and repairs and may be given to any authorized member of facility for state inspections and record keeping.
- e. **Annual Review.** Designated representatives from both parties shall meet annually to review (a) Provider's performance under this Agreement, (b) Customer's service needs, and (c) other appropriate matters involving the relationship between Customer and Provider. Mutually agreed upon adjustments to the Clinical Equipment Services fee may be made at this time due to inventory changes.

- f. **Authorized Customer Personnel.** At the time of execution of this Agreement, the following personnel are designated as the representatives of Customer who have been authorized to schedule maintenance, repairs and other services with Provider pursuant to this Agreement.

(1) Cherri Thrasher \*

(2) Cathy Solomon

(3) \_\_\_\_\_

**\* Primary Authorization Contact**

Provider shall use its best efforts to coordinate the services provided hereunder with the representative of Customer authorizing or requesting service, and said representative shall sign all authorizations or other documents required to be signed by Customer hereunder. Customer shall provide Provider with any changes in authorized personnel immediately, i.e., within three (3) business days. In any event, Customer agrees to pay Provider for emergency services provided hereunder in response to a request for service by any employee of Customer if Provider is unable to verify the request with an authorized representative named herein within the specified time for such emergency service.

**EXHIBIT "B"**

**CONTRACT EQUIPMENT INVENTORY**

**CUSTOMER NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT**

Asset	Discription	Manufacturer	Model Number	Serial Number
6000300	BLOOD PRESSURE MONITOR	OXILINE LLC	U81Q	UBNA0022245
6000052	CENTRIFUGE	SELECT MEDICAL PRODUCTS	C822	H1004079
6000050	FREEZER, UNDERCOUNTER	AMERICAN BIOTECH SUPPLY	ABT-HC-UCFS-0440	ABS-622011091754PW
6000045	HEMOGLOBINOMETER	HEMOCUE	Hb 801	2146020061
6000048	REFRIGERATOR	AMERICAN BIOTECH SUPPLY	ABT-HC-265-TS	ABS-20148693-2104
6000049	REFRIGERATOR	AMERICAN BIOTECH SUPPLY	ABT-HC-265-TS	ABS-20148692-2104
6000044	SCALE, FLOOR	Detecto	none	3P7044
6000056	SCALE, FLOOR	HEALTHOMETER	NONE	NONE
6000152	SCALE, FLOOR	Detecto	none	M28321-0037
6000047	SPHYGMOMANOMETER	WELCH ALLYN	CE0297	00732094071986
6000057	STADIOMETER	HEALTHOMETER	205HR	NONE
6000051	THERMOMETER, INFRARED, EXERGEN		TAT-5000	A221900
6000150	THERMOMETER, INFRARED, EXERGEN		TAT-5000	A223752
6000070	VITAL SIGNS MONITOR	HILLROM	71WT	100018914422



**Board of Supervisors Regular****6. b. 1.****Meeting Date:** 04/08/2025**Title:** Current Fire Conditions, Restrictions and Mitigation Efforts Update**Submitted For:** Catrina Jenkins, EMP Director**Submitted By:** Catrina Jenkins, EMP Director**Department:** NC Public Health Services District **Division:** Emergency Management**Presented By:** Catrina Jenkins with Janet Dean,  
APS

---

**Subject:**

Presentation regarding the current wildfire conditions, fire restrictions and mitigation efforts throughout the region.

**Background:**

Navajo County Emergency Management, in coordination with the White Mountain Fire Coordination Group, continues to meet on a weekly basis to receive updates from our local subject-matter experts in order to assess fire restriction needs. In addition, many of our partners continue to do mitigation work such as thinning and education. APS will be sharing information on some of their efforts.

---

**Attachments**

EM Wildfire Preparedness Update

APS Presentation Wildfire Mitigation

---

**Form Review****Inbox**

Health Director

Form Started By: Catrina Jenkins

Final Approval Date: 03/27/2025

**Reviewed By**

Janelle Linn

**Date**

03/27/2025 08:38 PM

Started On: 03/20/2025 04:06 PM



# 2025

Wildfire Preparedness Update

April





# Current Drought Conditions

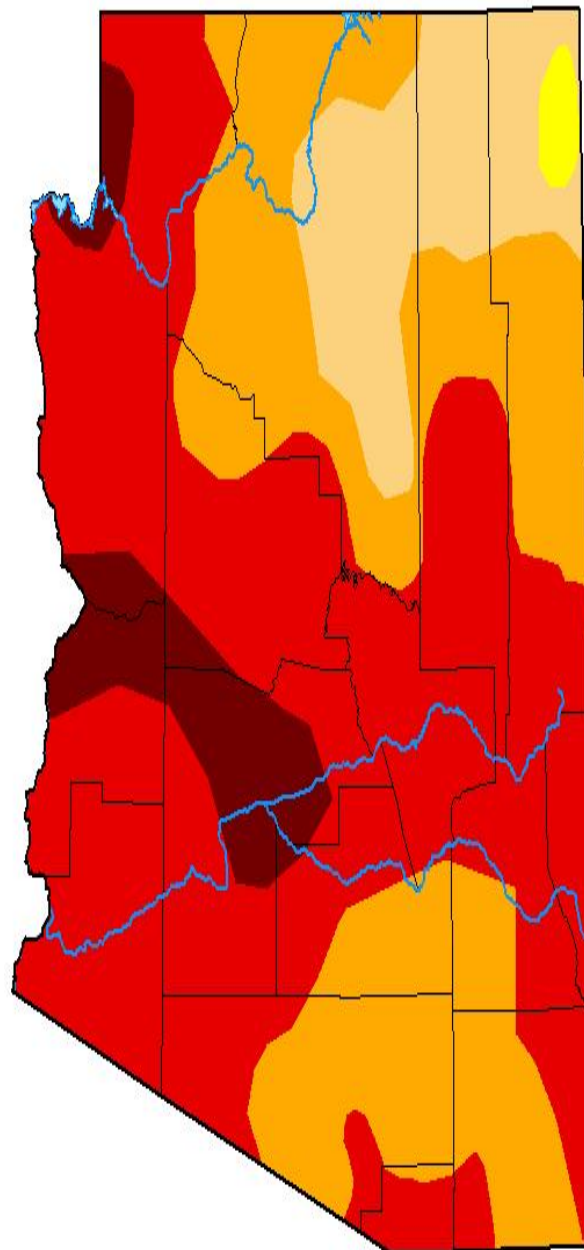
## U.S. Drought Monitor Arizona

April 1, 2025

(Released Thursday, Apr. 3, 2025)

Valid 8 a.m. EDT

April 1, 2025



### Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

### Author:

David Simeral  
Western Regional Climate Center



[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)

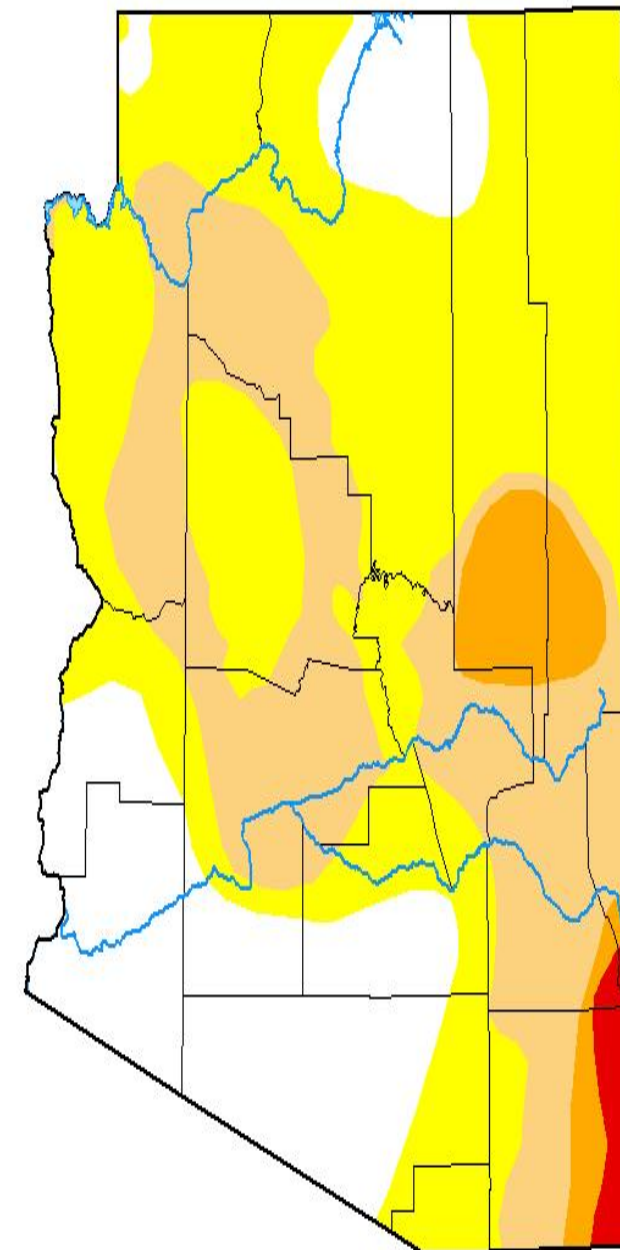
## U.S. Drought Monitor Arizona

April 2, 2024

(Released Thursday, Apr. 4, 2024)

Valid 8 a.m. EDT

April 2, 2025



### Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

### Author:

Brad Pugh  
CPC/NOAA



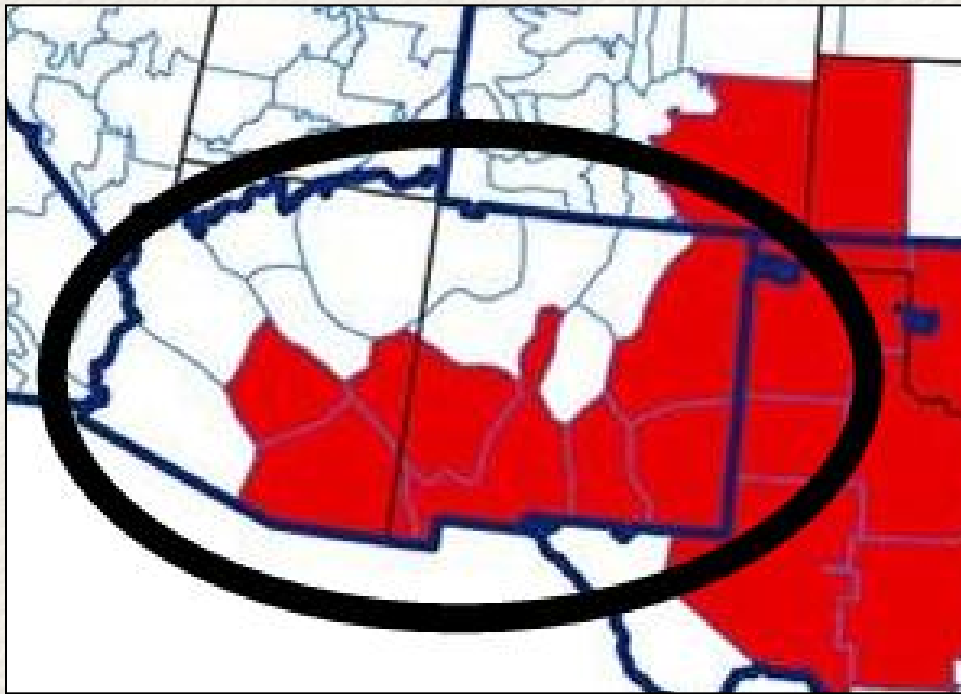
[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)



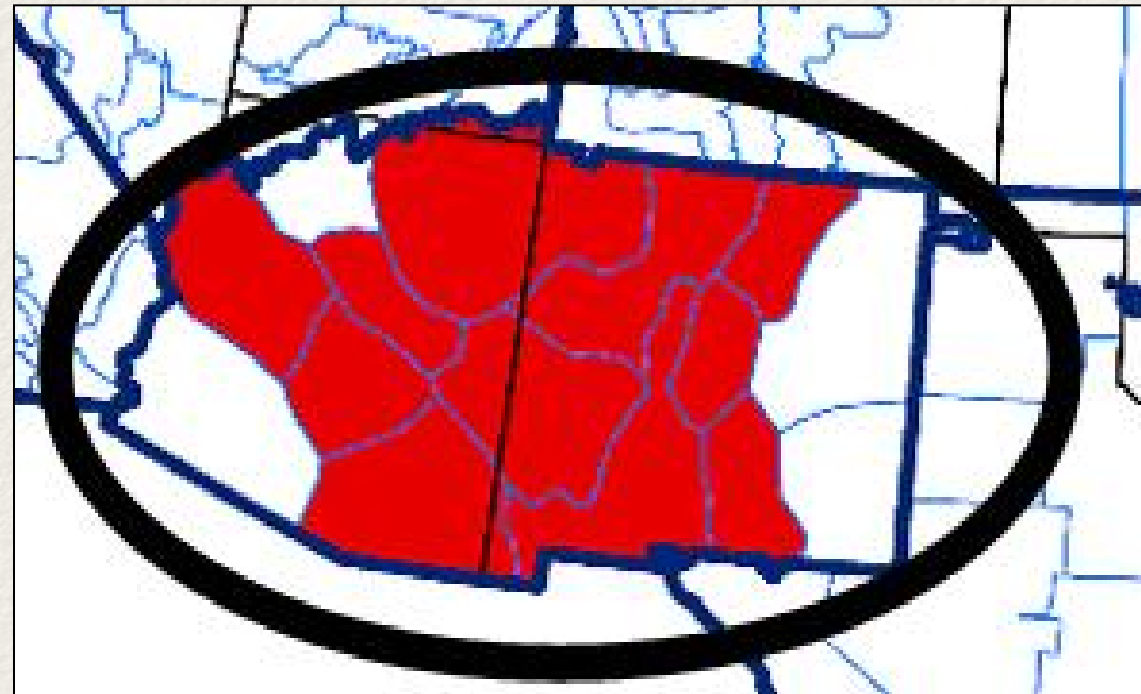


# Significant Wildland Fire Potential Outlook

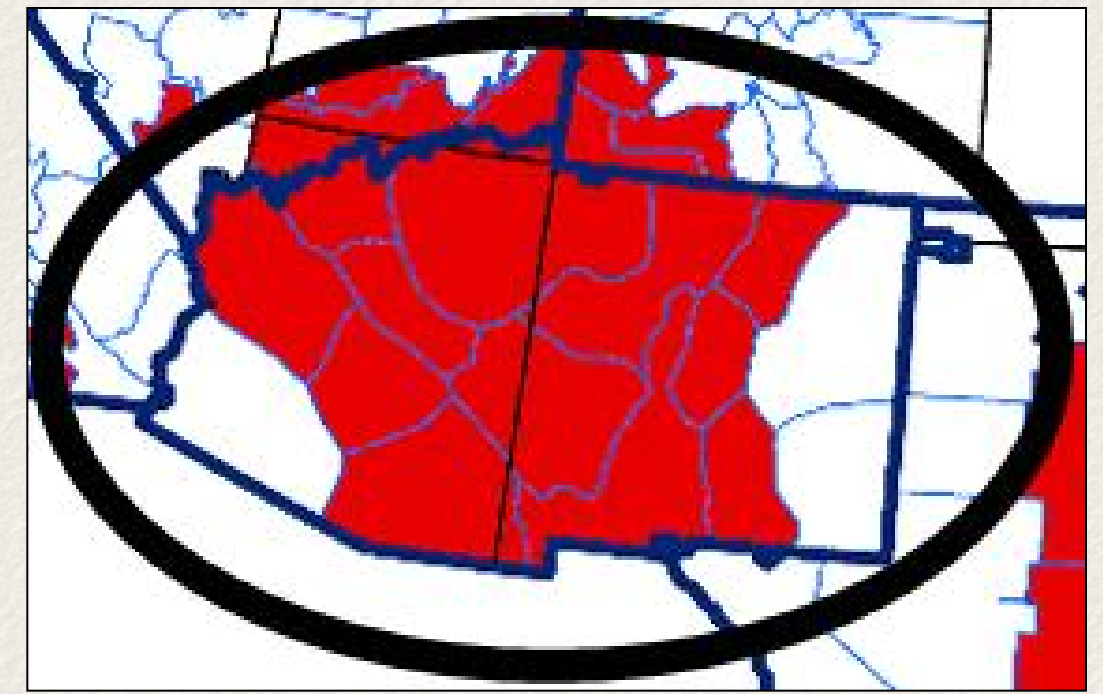
April



May



June



## Fire Potential Outlook:

- In April, there is an above normal potential for significant wildland fire across the eastern half of Arizona including the White Mountains.
- Above normal significant wildfire potential spreads across nearly all of northern AZ in May.
- If dry conditions persist through the spring, there is potential for an extended and significant wildfire season.







# STAGE 1 FIRE RESTRICTIONS

Are in effect throughout the  
White Mountain Region as of  
**February 28, 2025 at 8:00 AM**



## PROHIBITED:

- Building, maintaining, attending, or using a fire, campfire, or stove fire, including a charcoal fire.
- Smoking is not permitted outside of designated areas (e.g. parking lot, enclosed vehicle, inside a building)
- Use of consumer fireworks.
- Use of tracer round ammunition or explosive targets



\* All Open Burn Permits are void during emergency restrictions.

\*\*Ft. Apache Indian Reservation is under Stage 1 Fire Restrictions year-round.



## ALLOWED:

- Devices solely fueled by liquid petroleum or LPG fuels that can be turned on and off.
- Fires within backyard areas, campfire rings, and grills established by the Forest Service at posted, developed, and designated campgrounds. All areas should be clear of debris.



Visit [www.311info.net/firerestrictions](http://www.311info.net/firerestrictions) for more details

# White Mountain Fire Coordinating Group Update

The region remains in Stage 1 fire restrictions.

## Reminders:

- No debris burning.
- No littering of smoking materials.
- Keep vigilant when using motorized vehicles, devices, hot tools etc.
- If the wind is blowing, don't risk it!



# Proactive Community Efforts

White Mountain Wildfire Preparedness Expo  
March 29th, was a great success with nearly 230  
attendees and 16 vendors.

Next up:  
Annual Firewise Block Party  
July (TBA)

Everyone is encouraged to attend, with speakers, vendors, prizes and fun.










Thank  
You



# Our Current Practices Are Comprehensive and Multi-Faceted

 <h3>Vegetation Management</h3> <ul style="list-style-type: none"><li>• Comprehensive right-of-way clearance on maintained cycles</li><li>• Defensible space around poles (DSAP)</li><li>• Hazard tree program</li></ul>	 <h3>Grid Hardening Investments</h3> <ul style="list-style-type: none"><li>• Ongoing distribution system upgrades</li><li>• Mesh pole wrapping</li><li>• Non-expulsion fuses</li><li>• Steel poles (if truck accessible)</li></ul>	 <h3>Asset Inspection</h3> <ul style="list-style-type: none"><li>• Enhanced line patrols</li><li>• Technology deployments<ul style="list-style-type: none"><li>• Drone use</li><li>• Infra-red scans</li></ul></li></ul>	 <h3>Monitoring and Awareness</h3> <ul style="list-style-type: none"><li>• Dedicated team of meteorologists</li><li>• Advanced fire modeling software</li><li>• Cameras and weather stations</li><li>• Federal &amp; state agency partnerships</li></ul>	 <h3>Operational Mitigations</h3> <ul style="list-style-type: none"><li>• Non-reclosing strategy</li><li>• Public outreach program</li><li>• Red Flag Warning protocols</li><li>• Public Safety Power Shutoff (PSPS)</li></ul>
--	---	---	---	---




**Internal:** 18-person **fire mitigation department** engages across entire APS organization to plan and implement initiatives  
**External:** Member of 19 **fire mitigation industry associations**




Independent **third-party reviews** of APS wildfire mitigation plan

# AI Smoke Detection Cameras – 16 currently installed and reporting

Closed Incident - #243804


Update

Share



Status

Closed Incident



Start Time

2024-12-01 12:43

Bearing

211.3° from [Mount Elden](#)

DISCLAIMER:

Incident bearings and lat/long location are in BETA. Please independently verify fire location.

Mount Elden • 2024-12-01 12:47

200°

205°

210°


215°


220°

225°


10m

1h





View Panorama



N

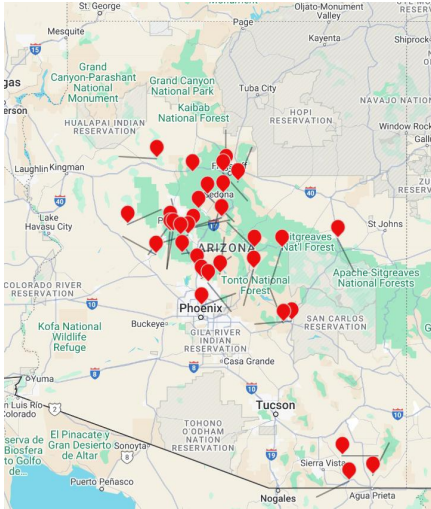
W

E

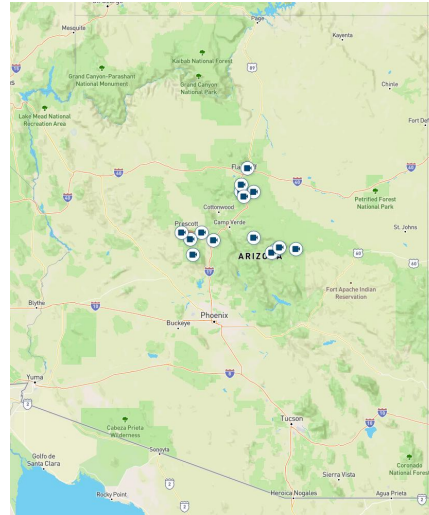
S

2024-12-01 12:47

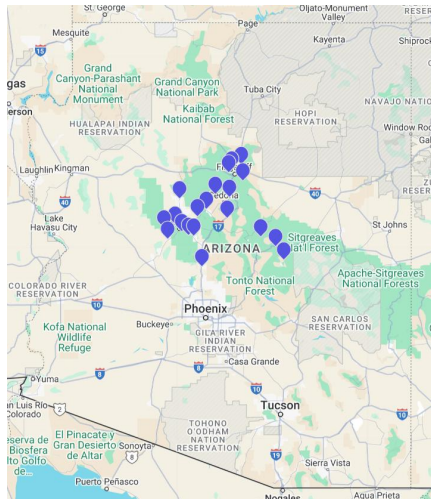




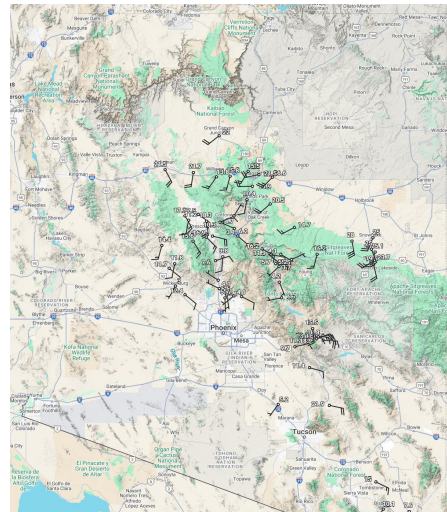
**PTZ Cameras: 32**



**AI Cameras: 16**



**FTS Weather Stations: 20**



**Western Weather Stations: 67**

# Total Cameras: 48

# Total Weather Stations: 87



# Public Safety Power Shutoffs

---

One tool in APS's comprehensive wildfire mitigation toolbox.

---

A way to help prevent, reduce and respond to wildfires.

---

A tool to be used only during extreme high fire-risk conditions.

---

Impact a limited number of customers in high fire-risk communities.

# Public Safety Power Shutoffs

## Advance notification

If fire-risk conditions increase to the level where a PSPS might be necessary, we will provide advance notification to impacted customers that we may shut off power.

Planning notification in advance based on extreme weather and fire condition forecasts

Updated timing each day leading up to a shutoff

Event cancellation if weather and fire conditions improve

Status updates with an estimate of when power will turn back on and/or information on resources available.

# Public Safety Power Shutoffs

---

While we work to maintain a reliable and resilient system, outages can occur.

---

We encourage customers to take simple steps to prepare for an outage of any kind.

---

Sign up for your county's emergency alert system to get up-to-date information.

# **Wildfire Mitigation and PSPS Customer Communications**

# We send annual wildfire preparedness material to our customers

## Messaging Goals

- Educate customers about outages during wildfires
- Encourage customers to prepare now
- Share our proactive work to prevent, reduce and respond to wildfires





# We're providing targeted education to PSPS impacted communities

## Core Messaging

- The purpose of PSPS is to help prevent, reduce and respond to wildfires.
- PSPS is a tool we expect to use rarely in limited, high fire-risk areas.
- PSPS is just one tool in APS's robust wildfire mitigation toolbox. We work year-round in your community to reduce the risk.

### Public Safety Power Shutoff

Protecting you and your community from wildfire

At APS, our teams work year-round with public safety partners, first responders and wildfire experts in our communities to prevent, reduce and respond to wildfires. As part of our efforts, we're reducing the risk of wildfires by:

- inspecting more than 38,000 miles of power lines to clear overgrown vegetation
- creating defensible space by removing vegetation around poles and substations
- using advanced technology to troubleshoot issues more quickly, reduce the number of customers impacted and decrease the duration of outages

#### A new tool to reduce wildfire risk

While we have had a proactive wildfire prevention program for many years, we are expanding the number of methods and techniques we use to reduce wildfire risk, due to increasing extreme weather conditions.

Starting May 2024, we're adding a new way to protect our customers, employees and communities from wildfire, to be used only during extremely high-fire risk conditions. It's called **Public Safety Power Shutoff (PSPS)**.

In these conditions, we may shut off power to your area to prevent the electric system from starting or contributing to a wildfire through a downed wire or inadvertent spark. This can include periods of high winds, which can cause trees to contact lines and start a wildfire.

The decision to call a Public Safety Power Shutoff is based on several factors that impact the potential for fire and how fast a fire might grow in the area, such as:



Available combustible material in the area, such as dense, dry brush

These conditions may be occurring even during a planned safety outage.



# We're providing targeted education to PSPS impacted communities

## Core Messaging

- Public Safety Power Shutoffs impact a limited number of customers in high fire-risk communities to keep people safe.
- If fire-risk conditions increase to the level where a PSPS might be necessary, we will provide advance notification to impacted customers that we may shut off power.
- While we work year-round to maintain a reliable and resilient system, outages can occur. Customers can take simple steps to prepare for an outage of any kind.

### Public Safety Power Shutoff

Protecting you and your community from wildfire

At APS, our teams work year-round with public safety partners, first responders and wildfire experts in our communities to prevent, reduce and respond to wildfires. As part of our efforts, we're reducing the risk of wildfires by:

- inspecting more than 38,000 miles of power lines to clear overgrown vegetation
- creating defensible space by removing vegetation around poles and substations
- using advanced technology to troubleshoot issues more quickly, reduce the number of customers impacted and decrease the duration of outages

#### A new tool to reduce wildfire risk

While we have had a proactive wildfire prevention program for many years, we are expanding the number of methods and techniques we use to reduce wildfire risk, due to increasing extreme weather conditions.

Starting May 2024, we're adding a new way to protect our customers, employees and communities from wildfire, to be used only during extremely high-risk conditions. It's called **Public Safety Power Shutoff (PSPS)**.

In these conditions, we may shut off power to your area to prevent the electric system from starting or contributing to a wildfire through a downed wire or inadvertent spark. This can include periods of high winds, which can cause trees to contact lines and start a wildfire.

The decision to call a Public Safety Power Shutoff is based on several factors that impact the potential for fire and how fast a fire might grow in the area, such as:



Available combustible material in the area, such as dense, dry brush

These conditions may be occurring away from your home, using a planned safety outage.



# We're informing customers now on what they can expect, how they can prepare ahead of time and sharing partner resources

## Wildfire Preparedness Customer Contact Campaign

- Call-to-action for customers to update and/or confirm that their contact information is accurate and complete (English and Spanish)
- Mid-late February: postcard, email and targeted social media

## PSPS-impacted Customer Campaign

- Education and awareness (what is a safety shutoff, why, how it will work, etc.) (English and Spanish)
- Mid April: brochure, **aps.com/psps**
- Mid April: email

## Wildfire Preparedness Education Campaign

- Education and awareness about wildfire safety and fire mitigation (English and Spanish)
- April: postcard and email

## Media Outreach

- Targeted outreach in high-risk fire communities
- April: fire mitigation news release

# Here is how you can help us keep customers updated and ready

- PIOs working together: We want to partner with you and collaborate on messaging during an event.
  - News Release Process
  - Social Media
  - Media Interviews
- Received a media call? We're here to help.
- 24-Hour APS Media Hotline: 602-250-2277
- Please drive impacted community members to **aps.com/psps** for the latest information.
- Have a preparedness page? Consider linking directly to the **aps.com/outages**, **aps.com/psps** and **aps.com/wildfires**.

## How can Arizonans prepare?

While APS crews prepare year-round, customers can take the following steps to be ready:

- Remove overgrown vegetation, trash or debris around your property.
- Build an emergency supplies kit that includes items such as non-perishable food, water, flashlights, batteries and a portable cell phone charger. Have a plan and emergency contact list ready.
- Download the APS app or visit [aps.com/outagecenter](https://aps.com/outagecenter) and create an online account to receive text or email alerts and safety tips in case of a power outage.
- Update your contact information with APS to ensure you receive important information.
- Sign up for your county's emergency alert system.

For more information on APS's wildfire prevention programs, visit [aps.com/wildfires](https://aps.com/wildfires).

