



**Joe Shirley, Jr.**  
Chairman, District I

**Alton Joe Shepherd**  
Supervisor, District II

**Doyel Shamley**  
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS AND  
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**

**May 16, 2017**

**Board of Supervisors' Hearing Room, First Floor  
75 West Cleveland Street  
St. Johns, Arizona  
8:30 a.m. MST**

Pledge of Allegiance.  
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING**

**May 16, 2017**

1. Discussion and possible approval to contract with Rebecca Rivera, RN, for clinical assistance as needed. Rate of pay is thirty dollars (\$30.00) per hour, not to exceed 32 hours per week. Total amount of contract not to exceed four thousand dollars (\$4,000.00).

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS**

**May 16, 2017**

1. Milan Eaton, Arizona Department of Education: Presentation on Arizona Broadband for Education Initiative.

2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2017 to May 16, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of minutes dated May 2, 2017.

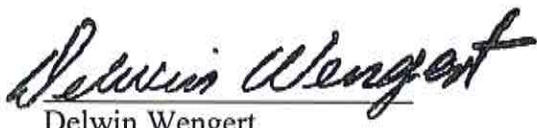
**Personnel Items:**

- \*C. District II: Request approval to convert a vacant Road Worker I (range 18), to a Road Worker III (range 34), and fill the vacancy.
3. Superior Court: Discussion and possible approval of an Intergovernmental Agreement between Apache County, Pinal County, the Superior Court in Apache County and Pinal County, and the Juvenile Probation Departments in Apache County and Pinal County for the housing of Apache County juveniles ordered involuntarily detained for more than 24 hours.
  4. County Engineer: Discussion and possible approval to utilize Navajo County Contract #B17-03-028 for liquid asphalt products.
  5. Malena Bazarro, Grants Manager: Discussion and possible approval of a contract between NACOG and Apache County for technical assistance to the Community Development Block Grant (CDBG) program.
  6. Treasurer's Office: Discussion and possible approval of an "Addendum to Certificate of Bank Accounts/Addendum to Certificate of Authority", and a Resolution to open one new bank account with National Bank of Arizona, and add authorized signers to that account for the Health Department. This request is a conjuncture of the banking service RFP that was approved by the Board on April 7, 2015.
  7. County Manager: Discussion and possible approval of a lease agreement with Steve Hall to lease property in Eagar, Arizona for storage of county equipment, at a cost of seven thousand, two hundred dollars (\$7,200.00) annually.
  8. County Manager: discussion and possible approval to accept a one-time payment of fifty thousand dollars (\$50,000) from the Arizona State Forester. This amount will be a pass through to the Eastern Counties Organization (ECO) for County Environmental programs.

9. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. 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.

*Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted 5/10/17 at 3:00 a.m. (p.m.) by [Signature]



Delwin Wengert  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Chris Sexton Apache County Public Health Services District

Date/Signature: May 8, 2017 

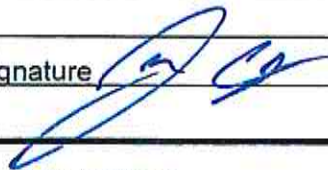
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to contract with Rebecca Rivera, RN, for clinical assistance as needed.

Rate of pay is \$30.00 per hour not to exceed 32 hours per week. Total amount of contract not to exceed \$4,000.00.

BOS Meeting Date Requested May 16, 2017

Legal Review: CAP added PRE-AGENDA ITEM REVIEW

Signature 

Finance Review:

Signature 

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials 



## Apache County Public Health Services District

P.O. Box 697  
St. Johns, AZ 85936  
Fax (928) 337-7592  
Phone (928) 337- 7532

### Contract Nurse

Contract nurses with the Apache County Public Health Services District provide clinical nursing services such as immunizations, TB tests, STD testing and help with Family Planning clinics when there is a need. In the Clinical Services Division of the Public Health Department there are two nurses. Contract nurses are needed when one of the regular nurses is on vacation or ill and the other nurse may be at a training or providing services at a location which is remote from the office.

#### Pros

- Continuation of services when something unforeseen occurs
- Constituent satisfaction
- Only used when needed

#### Cons

- Extra cost to county when used (\$30.00) per hour
- Not as familiar with office procedures
- Support staff need to help more when a contract nurse is used



APACHE COUNTY HEALTH SERVICES DISTRICT  
AND  
Rebecca Rivera RN

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Rebecca Rivera hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis and IM contraceptives
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week or \$4000.00 annually from the initiation of the contract.

At the end of the first month that this agreement is in effect and at the end of each month

when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

## GENERAL REQUIREMENTS

### 1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

- a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
- b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
- c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

### 2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be required to cooperate. The Department shall equitably enforce this Section as to all

Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

4. Termination of Contract

The Department and the Subcontractor may terminate this contract under the following conditions:

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
  1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
  2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
  - d. The termination, or renewal, date of this contract is April 26th, 2019.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

- a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
- b. The Subcontractor shall continue the performance of this contract to the extent not terminated.
- c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer

title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.

- d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

#### 6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency, or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

#### 7. Non-Discrimination

Subcontractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this agreement.

#### 8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the

Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

- a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$100,000 combined single limit or \$100,000 Bodily Injury, \$100,000 Property Damage.

Subcontractor shall provide Department with current certificates of insurance. Subcontractor shall provide to the Department written guarantee of thirty (30) days written notice to the Department of cancellation, non-renewal or material change.

- b. To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Effective Date: April 26th, 2017

Expiration Date: April 26<sup>th</sup>, 2019

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Apache County Board of Supervisors:

\_\_\_\_\_  
Chairman, Board of Supervisors

Date \_\_\_\_\_

For and on behalf of the Department:

Chris S. Sexton  
Apache County Health Director

Date 5/8/2017

\_\_\_\_\_  
Attorney

Date \_\_\_\_\_

Subcontractor:

Rebecca Rivera  
Rebecca Rivera RN

Date 10/4/17


Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

5/9/17 

Describe in detail what you want to say to the Board and what action you want the Board to take:

Milan Eaton, Arizona Department of Education: Presentation on Arizona Broadband for Education Initiative.

BOS Meeting Date Requested 5/16/17

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Finance \_\_\_\_\_

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2017 to May 16, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 5/16/17

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials AW

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053941	05/02/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	1,173.41
Open	NBAZ - Warrant Clearing Account	Check	1053942	05/02/2017	Accounts Payable	APACHE COUNTY FSA	367.70
Open	NBAZ - Warrant Clearing Account	Check	1053943	05/02/2017	Accounts Payable	APACHE COUNTY HSA	3,113.33
Open	NBAZ - Warrant Clearing Account	Check	1053944	05/02/2017	Accounts Payable	APACHE COUNTY MEDICAL	151,716.55
Open	NBAZ - Warrant Clearing Account	Check	1053945	05/02/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	137,476.18
Open	NBAZ - Warrant Clearing Account	Check	1053946	05/02/2017	Accounts Payable	ASRS LEGACY EORP	1,089.96
Open	NBAZ - Warrant Clearing Account	Check	1053947	05/02/2017	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1053948	05/02/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	91,595.40
Open	NBAZ - Warrant Clearing Account	Check	1053949	05/02/2017	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	222.00
Open	NBAZ - Warrant Clearing Account	Check	1053950	05/02/2017	Accounts Payable	CHILD SUPPORT SERVICES ORS	235.49
Open	NBAZ - Warrant Clearing Account	Check	1053951	05/02/2017	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1053952	05/02/2017	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,286.44
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Open	NBAZ - Warrant Clearing Account	Check	1053957	05/02/2017	Accounts Payable	EORP LEGACY	1,288.26
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Open	NBAZ - Warrant Clearing Account	Check	1053961	05/02/2017	Accounts Payable	NATIONWIDE TRUST FSB	717.00
Open	NBAZ - Warrant Clearing Account	Check	1053962	05/02/2017	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
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Open	NBAZ - Warrant Clearing Account	Check	1053966	05/02/2017	Accounts Payable	SECURITY BENEFIT GROUP	650.00
Open	NBAZ - Warrant Clearing Account	Check	1053967	05/02/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	2,781.02
Open	NBAZ - Warrant Clearing Account	Check	1053968	05/03/2017	Accounts Payable	AALADIN SOUTHWEST INC	104.93
Open	NBAZ - Warrant Clearing Account	Check	1053969	05/03/2017	Accounts Payable	ADVERTISING IDEAS	740.00
Open	NBAZ - Warrant Clearing Account	Check	1053970	05/03/2017	Accounts Payable	ALLREDS WESTERN WEAR	190.91
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Open	NBAZ - Warrant Clearing Account	Check	1053973	05/03/2017	Accounts Payable	AMERICAN JAIL ASSOCIATION	245.00
Open	NBAZ - Warrant Clearing Account	Check	1053974	05/03/2017	Accounts Payable	ANDA INC	196.66
Open	NBAZ - Warrant Clearing Account	Check	1053975	05/03/2017	Accounts Payable	ANDERSON, CHARLI A	441.91
Open	NBAZ - Warrant Clearing Account	Check	1053976	05/03/2017	Accounts Payable	ARIZONA SMOKE SCHOOL LLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1053977	05/03/2017	Accounts Payable	ASHTONS REPAIR INC	71.17
Open	NBAZ - Warrant Clearing Account	Check	1053978	05/03/2017	Accounts Payable	ASPEN TIRE & OIL	36.46
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Open	NBAZ - Warrant Clearing Account	Check	1053982	05/03/2017	Accounts Payable	AZ ASSN OF COUNTIES	250.00
Open	NBAZ - Warrant Clearing Account	Check	1053983	05/03/2017	Accounts Payable	AZ ASSN OF COUNTIES	210.00
Open	NBAZ - Warrant Clearing Account	Check	1053984	05/03/2017	Accounts Payable	AZ ASSN OF COUNTIES	210.00
Open	NBAZ - Warrant Clearing Account	Check	1053985	05/03/2017	Accounts Payable	AZ ASSN OF COUNTIES	210.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053986	05/03/2017	Accounts Payable	AZ ASSOCIATION OF CHIEFS OF POLICE	20.00
Open	NBAZ - Warrant Clearing Account	Check	1053987	05/03/2017	Accounts Payable	AZ BOILER COMPANY INC	641.17
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Open	NBAZ - Warrant Clearing Account	Check	1053989	05/03/2017	Accounts Payable	AZ NARCOTICS OFFICERS ASSN	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1053990	05/03/2017	Accounts Payable	AZ REPUBLIC	393.95
Open	NBAZ - Warrant Clearing Account	Check	1053991	05/03/2017	Accounts Payable	AZ SECRETARY OF STATE	43.00
Open	NBAZ - Warrant Clearing Account	Check	1053992	05/03/2017	Accounts Payable	AZLGEBT	342,211.04
Open	NBAZ - Warrant Clearing Account	Check	1053993	05/03/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	1,390.08
Open	NBAZ - Warrant Clearing Account	Check	1053994	05/03/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	440.42
Open	NBAZ - Warrant Clearing Account	Check	1053995	05/03/2017	Accounts Payable	BAZURTO, MALENA GENEVIEVE	69.55
Open	NBAZ - Warrant Clearing Account	Check	1053996	05/03/2017	Accounts Payable	BEGAY, ARTHUR	136.42
Open	NBAZ - Warrant Clearing Account	Check	1053997	05/03/2017	Accounts Payable	BEGAY, SARAH MAE	55.00
Open	NBAZ - Warrant Clearing Account	Check	1053998	05/03/2017	Accounts Payable	BEST BUY FOR BUSINESS	1,185.92
Open	NBAZ - Warrant Clearing Account	Check	1053999	05/03/2017	Accounts Payable	BEST WESTERN INN OF TEMPE	205.30
Open	NBAZ - Warrant Clearing Account	Check	1054000	05/03/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	27,972.07
Open	NBAZ - Warrant Clearing Account	Check	1054001	05/03/2017	Accounts Payable	BOB BARKER COMPANY INC	254.71
Open	NBAZ - Warrant Clearing Account	Check	1054002	05/03/2017	Accounts Payable	BOND, BETH	441.71
Open	NBAZ - Warrant Clearing Account	Check	1054003	05/03/2017	Accounts Payable	BOOT BARN	860.30
Open	NBAZ - Warrant Clearing Account	Check	1054004	05/03/2017	Accounts Payable	BRADCO	3,974.86
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Open	NBAZ - Warrant Clearing Account	Check	1054006	05/03/2017	Accounts Payable	BROWN'S PARTMASTER INC	1,333.83
Open	NBAZ - Warrant Clearing Account	Check	1054007	05/03/2017	Accounts Payable	BUNTON, KELLY L	26.00
Open	NBAZ - Warrant Clearing Account	Check	1054008	05/03/2017	Accounts Payable	C AND K HOSE COMPANY	134.00
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Open	NBAZ - Warrant Clearing Account	Check	1054010	05/03/2017	Accounts Payable	CDW GOVERNMENT LLC	2,281.36
Open	NBAZ - Warrant Clearing Account	Check	1054011	05/03/2017	Accounts Payable	CELLULAR ONE NE AZ	313.51
Open	NBAZ - Warrant Clearing Account	Check	1054012	05/03/2017	Accounts Payable	CHEVRON USA INC	49.27
Open	NBAZ - Warrant Clearing Account	Check	1054013	05/03/2017	Accounts Payable	CIRIVELLO, MICHAEL V	65.00
Open	NBAZ - Warrant Clearing Account	Check	1054014	05/03/2017	Accounts Payable	CLARK, LENA	162.05
Open	NBAZ - Warrant Clearing Account	Check	1054015	05/03/2017	Accounts Payable	CLYDE, VICTOR J	144.46
Open	NBAZ - Warrant Clearing Account	Check	1054016	05/03/2017	Accounts Payable	CMI INC	106.92
Open	NBAZ - Warrant Clearing Account	Check	1054017	05/03/2017	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	331.21
Open	NBAZ - Warrant Clearing Account	Check	1054018	05/03/2017	Accounts Payable	COVEY, JOSHUA T	663.13
Open	NBAZ - Warrant Clearing Account	Check	1054019	05/03/2017	Accounts Payable	CURTIS, ROGER STUART	1,137.46
Open	NBAZ - Warrant Clearing Account	Check	1054020	05/03/2017	Accounts Payable	DEDMAN, JOSEPH Junior	23.00
Open	NBAZ - Warrant Clearing Account	Check	1054021	05/03/2017	Accounts Payable	DELL COMPUTER CORPORATION	2,020.48
Open	NBAZ - Warrant Clearing Account	Check	1054022	05/03/2017	Accounts Payable	DEMCO	24.76
Open	NBAZ - Warrant Clearing Account	Check	1054023	05/03/2017	Accounts Payable	DIAZ, BIANCA	233.26
Open	NBAZ - Warrant Clearing Account	Check	1054024	05/03/2017	Accounts Payable	DIAZ, CECILIA	259.26
Open	NBAZ - Warrant Clearing Account	Check	1054025	05/03/2017	Accounts Payable	DIRECTV LLC	119.98
Open	NBAZ - Warrant Clearing Account	Check	1054026	05/03/2017	Accounts Payable	DISH NETWORK	106.12
Open	NBAZ - Warrant Clearing Account	Check	1054027	05/03/2017	Accounts Payable	DISH NETWORK	135.96
Open	NBAZ - Warrant Clearing Account	Check	1054028	05/03/2017	Accounts Payable	DISH NETWORK	130.22
Open	NBAZ - Warrant Clearing Account	Check	1054029	05/03/2017	Accounts Payable	DITTYS PIZZA AND PIE	109.50
Open	NBAZ - Warrant Clearing Account	Check	1054030	05/03/2017	Accounts Payable	DNSFILTER INC	240.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054031	05/03/2017	Accounts Payable	DODGE, DOUGLAS P	75.00
Open	NBAZ - Warrant Clearing Account	Check	1054032	05/03/2017	Accounts Payable	DUGDALE, BEN	179.00
Open	NBAZ - Warrant Clearing Account	Check	1054033	05/03/2017	Accounts Payable	EAGAR, BRANNON	29.00
Open	NBAZ - Warrant Clearing Account	Check	1054034	05/03/2017	Accounts Payable	EMBASSY SUITES	146.34
Open	NBAZ - Warrant Clearing Account	Check	1054035	05/03/2017	Accounts Payable	EMPIRE MACHINERY	19.07
Open	NBAZ - Warrant Clearing Account	Check	1054036	05/03/2017	Accounts Payable	EXHIB-IT! TRADESHOW MARKETING EXPERTS	2,442.20
Open	NBAZ - Warrant Clearing Account	Check	1054037	05/03/2017	Accounts Payable	REDACTED	672.72
Open	NBAZ - Warrant Clearing Account	Check	1054038	05/03/2017	Accounts Payable	FREELAND, GABRIEL	50.60
Open	NBAZ - Warrant Clearing Account	Check	1054039	05/03/2017	Accounts Payable	FRONTIER	225.91
Open	NBAZ - Warrant Clearing Account	Check	1054040	05/03/2017	Accounts Payable	FRONTIER	344.73
Open	NBAZ - Warrant Clearing Account	Check	1054041	05/03/2017	Accounts Payable	FRONTIER	726.00
Open	NBAZ - Warrant Clearing Account	Check	1054042	05/03/2017	Accounts Payable	FRONTIER	325.09
Open	NBAZ - Warrant Clearing Account	Check	1054043	05/03/2017	Accounts Payable	FRONTIER	429.08
Open	NBAZ - Warrant Clearing Account	Check	1054044	05/03/2017	Accounts Payable	FRONTIER	99.07
Open	NBAZ - Warrant Clearing Account	Check	1054045	05/03/2017	Accounts Payable	FRONTIER	96.82
Open	NBAZ - Warrant Clearing Account	Check	1054046	05/03/2017	Accounts Payable	FRONTIER	167.06
Open	NBAZ - Warrant Clearing Account	Check	1054047	05/03/2017	Accounts Payable	FRONTIER	161.85
Open	NBAZ - Warrant Clearing Account	Check	1054048	05/03/2017	Accounts Payable	GALL'S INC	1,550.67
Open	NBAZ - Warrant Clearing Account	Check	1054049	05/03/2017	Accounts Payable	GARCIA JR., RUBEN C	244.00
Open	NBAZ - Warrant Clearing Account	Check	1054050	05/03/2017	Accounts Payable	GLOBAL EQUIPMENT	182.94
Open	NBAZ - Warrant Clearing Account	Check	1054051	05/03/2017	Accounts Payable	GRAVES PROPANE CO INC	136.91
Open	NBAZ - Warrant Clearing Account	Check	1054052	05/03/2017	Accounts Payable	GUINN, ADA C	23.28
Open	NBAZ - Warrant Clearing Account	Check	1054053	05/03/2017	Accounts Payable	HAMBLIN LAW OFFICE PLC	311.58
Open	NBAZ - Warrant Clearing Account	Check	1054054	05/03/2017	Accounts Payable	HILL AZ GROCERY STORE	72.34
Open	NBAZ - Warrant Clearing Account	Check	1054055	05/03/2017	Accounts Payable	HILL AZ GROCERY STORE	351.86
Open	NBAZ - Warrant Clearing Account	Check	1054056	05/03/2017	Accounts Payable	HILLYARD/FLAGSTAFF	894.53
Open	NBAZ - Warrant Clearing Account	Check	1054057	05/03/2017	Accounts Payable	HOME DEPOT	138.37
Open	NBAZ - Warrant Clearing Account	Check	1054058	05/03/2017	Accounts Payable	HONEA, GENEVA	176.97
Open	NBAZ - Warrant Clearing Account	Check	1054059	05/03/2017	Accounts Payable	HOUNSHELL, ANNELL R	57.69
Open	NBAZ - Warrant Clearing Account	Check	1054060	05/03/2017	Accounts Payable	HOUNSHELL, BRIAN	46.94
Open	NBAZ - Warrant Clearing Account	Check	1054061	05/03/2017	Accounts Payable	HWY 64 TRUCK & AUTO SALVAGE	440.58
Open	NBAZ - Warrant Clearing Account	Check	1054062	05/03/2017	Accounts Payable	IMPACT TELECOM	229.32
Open	NBAZ - Warrant Clearing Account	Check	1054063	05/03/2017	Accounts Payable	INGRAM LIBRARY SERVICES	1,054.51
Open	NBAZ - Warrant Clearing Account	Check	1054064	05/03/2017	Accounts Payable	IWORQ SYSTEMS	17,417.00
Open	NBAZ - Warrant Clearing Account	Check	1054065	05/03/2017	Accounts Payable	J&W SURVEYING	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1054066	05/03/2017	Accounts Payable	JCG TECHNOLOGIES INC	1,068.71
Open	NBAZ - Warrant Clearing Account	Check	1054067	05/03/2017	Accounts Payable	JENSON, STEVEN E	1,902.19
Open	NBAZ - Warrant Clearing Account	Check	1054068	05/03/2017	Accounts Payable	JONES, DENNISE L	1,951.88
Open	NBAZ - Warrant Clearing Account	Check	1054069	05/03/2017	Accounts Payable	JOY, DAVID G	333.36
Open	NBAZ - Warrant Clearing Account	Check	1054070	05/03/2017	Accounts Payable	LORMAN EDUCATION SERVICE	454.00
Open	NBAZ - Warrant Clearing Account	Check	1054071	05/03/2017	Accounts Payable	LOWES #24	224.97
Open	NBAZ - Warrant Clearing Account	Check	1054072	05/03/2017	Accounts Payable	MAESTAS, ANDREW	62.00
Open	NBAZ - Warrant Clearing Account	Check	1054073	05/03/2017	Accounts Payable	MARQUEZ, EVA	10.00
Open	NBAZ - Warrant Clearing Account	Check	1054074	05/03/2017	Accounts Payable	MARTINEZ, PATRICK J	378.70
Open	NBAZ - Warrant Clearing Account	Check	1054075	05/03/2017	Accounts Payable	MASS TRANSCRIPTIONS	140.40

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054076	05/03/2017	Accounts Payable	MCCARTHY, CHRIS	65.00
Open	NBAZ - Warrant Clearing Account	Check	1054077	05/03/2017	Accounts Payable	MECKS, MELISSA	930.45
Open	NBAZ - Warrant Clearing Account	Check	1054078	05/03/2017	Accounts Payable	MOORE, ALANE M	289.38
Open	NBAZ - Warrant Clearing Account	Check	1054079	05/03/2017	Accounts Payable	MORGAN, DIANA M	123.06
Open	NBAZ - Warrant Clearing Account	Check	1054080	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	1,384.94
Open	NBAZ - Warrant Clearing Account	Check	1054081	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	2,168.47
Open	NBAZ - Warrant Clearing Account	Check	1054082	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 1587	917.38
Open	NBAZ - Warrant Clearing Account	Check	1054083	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	1,896.47
Open	NBAZ - Warrant Clearing Account	Check	1054084	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	4,261.85
Open	NBAZ - Warrant Clearing Account	Check	1054085	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0202	989.17
Open	NBAZ - Warrant Clearing Account	Check	1054086	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,547.26
Open	NBAZ - Warrant Clearing Account	Check	1054087	05/03/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	3,909.68
Open	NBAZ - Warrant Clearing Account	Check	1054088	05/03/2017	Accounts Payable	NATIONAL NATIVE AMERICAN LAW ENFORCEMENT A	1,125.00
Open	NBAZ - Warrant Clearing Account	Check	1054089	05/03/2017	Accounts Payable	NAVAJO COUNTY	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1054090	05/03/2017	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	235.00
Open	NBAZ - Warrant Clearing Account	Check	1054091	05/03/2017	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	297.90
Open	NBAZ - Warrant Clearing Account	Check	1054092	05/03/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,031.45
Open	NBAZ - Warrant Clearing Account	Check	1054093	05/03/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,011.80
Open	NBAZ - Warrant Clearing Account	Check	1054094	05/03/2017	Accounts Payable	NOSKER TANNER, LEROY	8.66
Open	NBAZ - Warrant Clearing Account	Check	1054095	05/03/2017	Accounts Payable	OCTOPUS CAR WASH INC	35.45
Open	NBAZ - Warrant Clearing Account	Check	1054096	05/03/2017	Accounts Payable	OTERO, MARY ELLEN D	31.03
Open	NBAZ - Warrant Clearing Account	Check	1054097	05/03/2017	Accounts Payable	OVERDRIVE INC	1,018.66
Open	NBAZ - Warrant Clearing Account	Check	1054098	05/03/2017	Accounts Payable	PICO'S IRRIGATION & LANDSCAPE	118.19
Open	NBAZ - Warrant Clearing Account	Check	1054099	05/03/2017	Accounts Payable	PLATT DDS, RANDOLPH	509.00
Open	NBAZ - Warrant Clearing Account	Check	1054100	05/03/2017	Accounts Payable	QUILL CORP	5,448.08
Open	NBAZ - Warrant Clearing Account	Check	1054101	05/03/2017	Accounts Payable	RDO EQUIPMENT CO	157.12
Open	NBAZ - Warrant Clearing Account	Check	1054102	05/03/2017	Accounts Payable	RESIDENCE INN BY MARRIOTT	296.58
Open	NBAZ - Warrant Clearing Account	Check	1054103	05/03/2017	Accounts Payable	REYNOLDS, WALTER DWIGHT	34.00
Open	NBAZ - Warrant Clearing Account	Check	1054104	05/03/2017	Accounts Payable	RIGG LAW FIRM PLLC	687.50
Open	NBAZ - Warrant Clearing Account	Check	1054105	05/03/2017	Accounts Payable	ROMERO, ANGELA C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054106	05/03/2017	Accounts Payable	ROTHLISBERGER, LORIL	29.00
Open	NBAZ - Warrant Clearing Account	Check	1054107	05/03/2017	Accounts Payable	SANDOVAL, PATRICK J	204.26
Open	NBAZ - Warrant Clearing Account	Check	1054108	05/03/2017	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1054109	05/03/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	1,226.42
Open	NBAZ - Warrant Clearing Account	Check	1054110	05/03/2017	Accounts Payable	SHAMLEY, JOHN DOYEL	21.20
Open	NBAZ - Warrant Clearing Account	Check	1054111	05/03/2017	Accounts Payable	SHEPHERD, ALTON JOE	283.70
Open	NBAZ - Warrant Clearing Account	Check	1054112	05/03/2017	Accounts Payable	SHIRLEY, JOE Junior	463.06
Open	NBAZ - Warrant Clearing Account	Check	1054113	05/03/2017	Accounts Payable	SHUMWAY, TRACY	6.00
Open	NBAZ - Warrant Clearing Account	Check	1054114	05/03/2017	Accounts Payable	SHUPE, ARTHUR H	87.91
Open	NBAZ - Warrant Clearing Account	Check	1054115	05/03/2017	Accounts Payable	SIMSHAUSER, TRAVIS K	21.21
Open	NBAZ - Warrant Clearing Account	Check	1054116	05/03/2017	Accounts Payable	SMALLEY, DEBRA STUART	400.00
Open	NBAZ - Warrant Clearing Account	Check	1054117	05/03/2017	Accounts Payable	SODERQUIST, JEFF	283.00
Open	NBAZ - Warrant Clearing Account	Check	1054118	05/03/2017	Accounts Payable	SPEEDY SALES AND SERVICE	315.00
Open	NBAZ - Warrant Clearing Account	Check	1054119	05/03/2017	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	475.58
Open	NBAZ - Warrant Clearing Account	Check	1054120	05/03/2017	Accounts Payable	ST JOHNS CITY	592.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054121	05/03/2017	Accounts Payable	STRADLING, CHERYL	52.00
Open	NBAZ - Warrant Clearing Account	Check	1054122	05/03/2017	Accounts Payable	STRADLING-COLLINS, SUEAN	227.00
Open	NBAZ - Warrant Clearing Account	Check	1054123	05/03/2017	Accounts Payable	SUMMIT EQUIPMENT REPAIR	2,351.62
Open	NBAZ - Warrant Clearing Account	Check	1054124	05/03/2017	Accounts Payable	SW ECOLOGY LLC	3,504.78
Open	NBAZ - Warrant Clearing Account	Check	1054125	05/03/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	276.48
Open	NBAZ - Warrant Clearing Account	Check	1054126	05/03/2017	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1054127	05/03/2017	Accounts Payable	THE LAW OFFICE OF ELIZABETH M HALE	244.20
Open	NBAZ - Warrant Clearing Account	Check	1054128	05/03/2017	Accounts Payable	THE LIGHTHOUSE INC	846.82
Open	NBAZ - Warrant Clearing Account	Check	1054129	05/03/2017	Accounts Payable	THE SANDBAGGER LLC	6,954.00
Open	NBAZ - Warrant Clearing Account	Check	1054130	05/03/2017	Accounts Payable	THOMAS, JEREL	13.00
Open	NBAZ - Warrant Clearing Account	Check	1054131	05/03/2017	Accounts Payable	TJP COMMUNICATIONS	615.54
Open	NBAZ - Warrant Clearing Account	Check	1054132	05/03/2017	Accounts Payable	TSO, KENDRA A	72.00
Open	NBAZ - Warrant Clearing Account	Check	1054133	05/03/2017	Accounts Payable	TOSIE, CRAIG	111.36
Open	NBAZ - Warrant Clearing Account	Check	1054134	05/03/2017	Accounts Payable	TWIN CITY HARDWARE - TCH SOUTHWEST	250.59
Open	NBAZ - Warrant Clearing Account	Check	1054135	05/03/2017	Accounts Payable	TYLER TECHNOLOGIES INC	3,072.20
Open	NBAZ - Warrant Clearing Account	Check	1054136	05/03/2017	Accounts Payable	US POSTMASTER	1.74
Open	NBAZ - Warrant Clearing Account	Check	1054137	05/03/2017	Accounts Payable	VALLEY AUTO PARTS	887.66
Open	NBAZ - Warrant Clearing Account	Check	1054138	05/03/2017	Accounts Payable	VERIZON WIRELESS	1,113.46
Open	NBAZ - Warrant Clearing Account	Check	1054139	05/03/2017	Accounts Payable	WADDELL K9'S LLC	15,130.00
Open	NBAZ - Warrant Clearing Account	Check	1054140	05/03/2017	Accounts Payable	WALKER, CARLA	250.87
Open	NBAZ - Warrant Clearing Account	Check	1054141	05/03/2017	Accounts Payable	WASTE MANAGEMENT OF AZ	35.04
Open	NBAZ - Warrant Clearing Account	Check	1054142	05/03/2017	Accounts Payable	WAUNKA, CHRISTINE	72.00
Open	NBAZ - Warrant Clearing Account	Check	1054143	05/03/2017	Accounts Payable	WENGERT, DELWIN	283.33
Open	NBAZ - Warrant Clearing Account	Check	1054144	05/03/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	15.10
Open	NBAZ - Warrant Clearing Account	Check	1054145	05/03/2017	Accounts Payable	WHITE MOUNTAIN PURIFIED WATER & ICE	187.50
Open	NBAZ - Warrant Clearing Account	Check	1054146	05/03/2017	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	205.20
Open	NBAZ - Warrant Clearing Account	Check	1054147	05/03/2017	Accounts Payable	WHITING, GARRET LEE	420.05
Open	NBAZ - Warrant Clearing Account	Check	1054148	05/03/2017	Accounts Payable	WHITING, MICHAEL B	729.89
Open	NBAZ - Warrant Clearing Account	Check	1054149	05/03/2017	Accounts Payable	WILLIAMS, ROBERT BARRY	152.50
Open	NBAZ - Warrant Clearing Account	Check	1054150	05/03/2017	Accounts Payable	WILTBANK, WILLIAM WADE	160.39
Open	NBAZ - Warrant Clearing Account	Check	1054151	05/03/2017	Accounts Payable	WOOD, ANTONIA	127.26
Open	NBAZ - Warrant Clearing Account	Check	1054152	05/03/2017	Accounts Payable	WOODLAND BUILDING CENTER	292.47
Open	NBAZ - Warrant Clearing Account	Check	1054153	05/03/2017	Accounts Payable	YAZZIE, LESTER	200.00
Open	NBAZ - Warrant Clearing Account	Check	1054156	05/04/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	1,586.86
Open	NBAZ - Warrant Clearing Account	Check	1054157	05/04/2017	Accounts Payable	BAZURTO, MALENA GENEVIEVE	51.90
Open	NBAZ - Warrant Clearing Account	Check	1054158	05/04/2017	Accounts Payable	RUSH TRUCK CENTER	70.00

986,359.98

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

5/9/17



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of minutes dated May 2, 2017

BOS Meeting Date Requested 5/16/17

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING  
May 2, 2017  
St. Johns, Arizona

Present were: Vice Chairman Doyel Shamley and Supervisor Alton Joe Shepherd. Also present, County Manager/Clerk of the Board Delwin Wengert and Chief Deputy County Attorney Joe Young. Chairman Joe Shirley, Jr. was excused from the meeting due to travel.

Vice Chairman Shamley called to order the Board of Supervisors meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Barry Williams led the Pledge of Allegiance.

Ferrin Crosby gave the invocation.

Vice Chairman Shamley called for the Library District items.

SueAn Stradling-Collins requested the e-rate contract with Frontier in the amount of two hundred seventy four thousand, four hundred sixteen dollars (\$274,416.00) for special construction of transport for future broadband services to six libraries contingent upon federal and state funding be removed from the Agenda. Vice Chairman Shamley removed the item.

SueAn Stradling-Collins Discussion and possible approval of the Strategic Plan for the Alpine Public Library. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Mr. Wengert commended Ms. Stradling-Collins for the good work being done in the library. Ms. Stradling-Collins provided an overview of a recent event that was held at the Library in Round Valley. Motion passed.

**Mr. Shepherd made the motion to adjourn the Library District meeting, seconded by Mr. Shamley.** Vote was unanimous.

Vice Chairman Shamley called for the Jail District item.

Commander Michael Cirivello requested approval for a price increase for Trinity Food Service. Commander Cirivello stated the increase is being requested to offset the increase in the minimum wage. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Motion passed.

**Mr. Shepherd made the motion to adjourn the Jail District meeting, seconded by Mr. Shamley.** Motion passed.

Vice Chairman Shamley called for the regular agenda items.

Apache Sitgreaves National Forest (ASNF), Springerville Ranger Richard Madril and ASNF Fire and Fuels Specialist Rob Lever, provided an update on the upcoming fire season outlook.

No action was needed or taken.

President Jeanne Swarthout, President, Northland Pioneer College, informed the Board she would be leaving the college and the college is currently in a presidential search mode and by June, 2018 the governing Board of the college will name a new president. President Swarthout and the Board held a discussion on the activities, programs and challenges facing the college. No action was needed or taken.

Chris Sexton Health Director, and Malena Bazurto Grants Coordinator, presented and update on the progress of demolition at Cabin Cove in South Fork. No action was needed or taken.

Mr. Wengert present the Consent items A-C. County Manager/Clerk of the Board: **Mr. Shepherd moved approval, seconded by Mr. Shamley.** A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 18, 2017 and May 2, 2017. Payee Amount ARIZONA SURVEYING & MAPPING 2,000.00 AZ COUNTIES INSURANCE POOL 2,501.72 AZ COUNTIES WORKERS COMPENSATION PLAN 46,447.81 AZ DEPT OF HEALTH SERVICES 2,542.30 AZ DEPT OF REVENUE 1,357.05 BRADCO 10,399.66 BROWN, BAUER K 1,300.00 CLARK, ALBERT N 1,300.00 CLYDE, VICTOR J 1,790.82 COURTESY CHEVROLET 35,155.17 COVEY, JOSHUA T 2,064.82 CRESCENT ELECTRIC SUPPLY CO 1,149.05 DEDMAN, JOSEPH Junior 1,300.00 DIAMOND DRUGS INC 1,725.07 EAGAR, BRANNON 1,300.00 EIGHTYNINE A LLC 1,123.90 FERRELLGAS 1,364.96 FRONTIER 4,416.30 GOODMAN'S INTERIOR STRUCTURES 4,808.12 HILLYARD/FLAGSTAFF 2,372.41 INGRAM LIBRARY SERVICES 3,391.57 JENNINGS HAUG & CUNNINGHAM LLP 4,744.00 LATHAM, MICHAEL 1,213.45 NAVAJO TRIBAL UTILITY AUTHORITY 1,916.13 NAVOPACHE ELECTRIC COOPERATIVE 11,695.06 NORCHEM DRUG TESTING LABORATORY 1,678.00 PERFECT PRINTZ LLC 2,467.19 QUILL CORP 5,325.41 REDW LLC 2,000.00 RIM COUNTRY MECHANICAL 1,350.00 SANDOVAL, PATRICK J 1,071.28 SECURUS TECHNOLOGIES INC 1,955.63 SETON NAME PLATE CO 1,524.00 SHELL OIL 1,228.14 SKY BLUE HVAC LLC 4,517.00 SPIVEY, LANCE 1,125.00 THE UNIVERSITY OF ARIZONA 6,250.00 THOMSON REUTERS WEST 2,614.24 VALLEY AUTO PARTS 1,504.74 WAITE, STACY A 1,500.00 WEBGROUP MEDIA LLC 2,430.00 WESTERN DETENTION PRODUCTS INC 1,712.82 WHITING, GARRET LEE 1,800.00 WOODLAND BUILDING CENTER 1,466.86 WORLD OF TRAVEL 2,313.60 YELLOWHORSE, JAY 1,489.12 Shirley, Joe Junior 2,087.10 Rogers, Kent 1,134.05 Stradling, Reed 1,437.77 Wilkins, Lane R 1,015.45 Oakes, Christopher L 4,083.45 King, Walter Scott 1,188.65 Burbank, Lorenzo 1,077.93 AMERICAN FAMILY LIFE ASSURANCE 1,173.41 APACHE COUNTY HSA 2,429.58 APACHE COUNTY MEDICAL 153,348.95 APACHE COUNTY TAX WITHHOLDING 138,801.60 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 91,480.84 COLONIAL LIFE AND ACCIDENT INS 1,286.44 CORRECTIONS OFFICER RET PLAN 6,385.09 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,549.33 EORP LEGACY 1,288.26 NATIONWIDE 1,830.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,744.21 PUBLIC SAFETY SHERIFF RET 39,762.60 SUPPORT PAYMENT CLEARINGHOUSE 2,781.02 NAVAJO TIMES PUBLISHING COMPANY INC 1,043.44 TJP COMMUNICATIONS 3,470.08 ADHS AZ HEALTH CARE COST

22,400.00 AMAZON COM INC 2,507.78 ASHTONS REPAIR INC 1,417.43 AVAYA COMMUNICATIONS 1,603.62 AZ DRILLING AND BLASTING 170,734.35 BAUMAN HOME AND AUTO INC 1,867.80 BOOT BARN 1,115.36 BRADCO 17,190.14 CELLULAR ONE NE AZ 1,455.27 CHEVRON USA INC 1,306.70 CORONADO LAW FIRM PLLC 2,277.50 CRISS CANDELARIA LAW OFFICE 1,881.00 DELL COMPUTER CORPORATION 1,565.28 EARTH MOVER TIRE SALES INC 7,169.80 ELECTIONS SYSTEMS AND SOFTWARE 4,227.63 EMPIRE MACHINERY 12,832.39 FRONTIER 8,533.07 GALL'S INC 1,376.21 GALLUP LUMBER & SUPPLY 2,336.98 GOLIGHTLY TIRE 3,805.97 INGRAM LIBRARY SERVICES 2,613.99 JCG TECHNOLOGIES INC 4,733.73 JE FULLER HYDROLOGY & GEOMORPHOLOGY INC 27,900.00 LOOMIS 1,147.16 MOORE LAW FIRM PLLC 1,468.50 NATIONAL TACTICAL OFFICE ASSN 1,077.00 NAVAJO TRIBAL UTILITY AUTHORITY 2,671.35 NAVOPACHE ELECTRIC COOPERATIVE 3,576.33 OVERDRIVE INC 4,027.35 PIMENTEL CONTRACT CLEANING 4,990.00 PROFORCE LAW ENFORCEMENT 1,156.28 QUILL CORP 10,034.18 SANDOVAL, PATRICK J 1,315.74 SECURUS TECHNOLOGIES INC 1,590.70 SHI INTERNATIONAL CORP 1,746.83 SHOW LOW FORD INC 1,004.56 SUPERIOR CLEANING EQUIPMENT 4,100.00 SW ECOLOGY LLC 1,720.00 THOMSON REUTERS WEST 4,216.31 TJP COMMUNICATIONS 3,795.19 TOWN OF EAGAR 1,700.00 VERIZON WIRELESS 2,461.25 X DIAMOND RANCH 2,320.00 TOWERING HOUSE EVENT SERVICES LLC 2,428.13 NAVAJO TRIBAL UTILITY AUTHORITY 11,415.88 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated April 17, 2017 and April 18, 2017. C. Request approval of a Proclamation supporting Buena Vista Children's Services, a non-profit organization for child abuse prevention. This Proclamation was also approved last year. Motion Passed.

## Proclamation

WHEREAS, Buena Vista Children's Services, Inc. is a community-based, grassroots, nonprofit organization that offers child abuse prevention awareness, children's advocacy and child care recruitment services for the Department of Economic Security, Education and Professional Development in Navajo, Apache and Yavapai Counties; and

WHEREAS, every child is entitled to be loved, cared for, secure and safe, and it is the responsibility of our society to protect every child's inalienable right to life, liberty and the pursuit of happiness; and

WHEREAS, the hidden epidemic of child abuse, which crossed all boundaries of income, race, religion and ethnicity, continues to be one of our most serious public health issues, with over 90 percent of abuse perpetrated by people that children know, love and trust, and

WHEREAS, children who survive child abuse endure lasting physical, mental and emotional scars, including feeling of shame, self-doubt, poor self-image, the inability to trust others, learning disabilities, sleep disturbances, dating violence, difficulty in trust and coping skills, and eating, speech or post-traumatic stress disorders; and

WHEREAS, child abuse and neglect can be reduced by providing safe havens and emotional, social, legal and financial support for victims and at-risk families; and by holding offenders accountable, we can ensure that all of Arizona's children grow to their full potential as healthy citizens; and

WHEREAS, providing the proper support and enhancing a child's understanding of his or her own self-worth are crucial components in providing a bright future in raising healthy Arizona children.

NOW, THEREFORE, I Joe Shirley, Chairman on behalf of the Apache County Board of Supervisors, do hereby proclaim this month of April, 2017 as Child Abuse Prevention & Awareness Month.

IN THE COUNTY OF Apache and urge all citizens to cherish our children and protect them from harm.

Dated this 2<sup>nd</sup> day of May, 2017.

ATTEST:

/s/ Joe Shirley, Jr.  
Chairman of the Board

/s/ Delwin Wengert  
Clerk of the Board

Angela Romero, Election Director, requested removing the item to publish the Call and Notice of Election for the Alpine School District for the sale of school property to be held on August 29, 2017. Vice Chairman Shamley removed the item.

Angela Romero, Election Director, requested to remove the item to conduct the Alpine School District Election as an "All Mail" ballot election to be held on August 29, 2017. Vice Chairman Shamley removed the item.

Angela Romero, Election Director, requested removal the and appointment of all tally board workers, replacement centers and drop boxes for the upcoming August 29, 2017 Special "All Mail" Ballot Election. Vice Chairman Shamley removed the item.

Malena Bazaruto, Grants Manager, requested approval to accept or reject bid number "Grandstands 138-17" for the grandstands which is part of the Apache County CDBG project at the St. Johns fairgrounds. Ms. Bazaruto stated only one bid was received, and the company discounted 10% discount and an additional \$1,960. Ms. Bazaruto stated the bid is \$11,479 over budget and requested approval of a cost share between Apache County and the City of St. Johns to split the cost. Mr. Wengert stated the \$6,000 would be taken from contingency funds. **Mr. Shepherd moved to approve the bid award to Dant Clayton Corporation in the amount of \$86,306.00**, Mr. Shamley asked if there was anyone from the City of St. Johns to speak to their Agreement to the portion. Ryan Patterson, Mayor of St. Johns stated the city is in support of the cost sharing. **Mr. Shamley seconded the motion.** Motion passed.

Mr. Wengert requested removal of the item for the distribution of funds for the Secure Rural Schools in the amount of thirty thousand, two hundred sixty four dollars and thirty two cents (\$30,264.32) and the funds will be used to purchase equipment for the County Limestone Pit. Mr. Shamley provided an overview of the history of the Secure Rural Schools program and the significant drop is funding. Mr. Shamley stated there are appeals filed that may affect the funding so he would like to remove this item from the agenda until more information on the funding disbursement can be clarified. Vice Chairman Shamley removed the item.

Mr. Wengert requested approval of a lease agreement between Apache County and Sun State Towers III, LLC, for a cell tower located in Vernon, Arizona. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Eric Hurley, a representative from Sun State Towners addressed the Board and provided an overview of the lease and location. A discussion was held regarding the negotiation process and the size of the tower footprint for the lease. Motion passed.

Mr. Wengert requested approval of the Liquor License Application recommendation (09010012) for William Jackson (Trisha Haley) Jiffy Store, Highway 61, Concho, Arizona. Mr. Wengert stated this was due to a change in ownership and the Board's recommendation will be sent on to the liquor board in Phoenix. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Motion passed.

There was no member of the public wanting to address the Board during call to the public. Mr. Shepherd introduced representatives from Nahata Dziil Chapter, Raymond Smith, Jr., Yvonne Murphy, James Watchman, Jr.

**Mr. Shepherd moved to adjourn the meeting, seconded by Mr. Shamley.** Motion passed.

Approved this 16<sup>th</sup> day of May, 2017

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Joe Shirley, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

DISTRICT II

Date/Signature: 05/19/17 Telephonic with District Manager Freeland

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of a request to authorize the conversion of a vacant Road Worker I (range 18) to a Road Worker III (range 34) and to fill the vacancy.

BOS Meeting Date Requested 05/16/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Superior Court in Apache County, Judge Mike Latham  
Juvenile Probation Department, Director Paul Hancock

Date/Signature:  5/18/17

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of IGA between Apache County, Pinal County, the Superior Courts in Apache County and Pinal County, and the Juvenile Probation Departments in Apache County and Pinal County for the housing of Apache County juveniles ordered involuntarily detained for more than 24 hours.

BOS Meeting Date Requested 5/16/2017

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature 

Human Resources Review: N/A

Signature XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Other Review: N/A

Signature XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Reviews completed, item approved for Agenda. Board Clerk's Initials 

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN APACHE COUNTY, ARIZONA, THE SUPERIOR COURTS OF  
THE STATE OF ARIZONA IN AND FOR THE COUNTIES OF APACHE AND PINAL  
COUNTY, AND PINAL COUNTY, FOR USE OF THE PINAL COUNTY YOUTH  
JUSTICE CENTER**

THIS INTERGOVERNMENTAL AGREEMENT dated this 4<sup>th</sup> day of January, 2017 (“Agreement”), is made by and between Apache County, a political subdivision of the State of Arizona, and the Superior Court of Arizona in and for the County of Apache, on behalf of the Apache County Probation Department (“ACPD”), and the Superior Court of Arizona in and for the County of Pinal, on behalf of the Pinal County Youth Justice Center (“PCYJC” or “Facility”), and Pinal County, a political subdivision of the State of Arizona, for the detention and care of juveniles under the supervision of the ACPD (all of whom may be collectively referred to as “PARTIES”):

**RECITALS**

WHEREAS, the Pinal County Board of Supervisors, as required by Arizona Revised Statutes (“A.R.S.”) § 8-305, maintains a detention center that is separate and apart from a jail or lockup in which adults are confined and where juveniles who are alleged to be delinquent or children who are incorrigible and within the provisions of A.R.S. Title 8, Chapter 3, Article 1, shall be detained when necessary before or after a hearing or as a condition of probation; and

WHEREAS, the Presiding Judge of the Juvenile Division of the Superior Court in Pinal County supervises the Facility, as required by A.R.S. § 8-306; and

WHEREAS, A.R.S. §§ 11-951 and 11-952, authorize the various political subdivisions of the State to enter into agreements for services, joint exercises of their respective governmental powers, and facilities.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, herein, the Parties agree as follows:

**AGREEMENT**

**1. Purpose; Scope of Services**

The purpose of this Agreement is to allow the PCYJC to provide, and the ACPD, to use, for a fee, detention services (“Services”) for housing and detaining juveniles under the supervision of the ACPD. Pursuant to A.R.S. 8-201(6) a “juvenile” means an individual who is under the age of eighteen years. The Juvenile Justice Center will not accept for detention juveniles who are charged with an incorrigible offense or who are under the age of eight years.

- 1.1 Services will be provided for a fee for all juveniles referred by the ACPD to the PCYJC, unless the population of the portion(s) of the PCYJC in operation at the time of the referral is at capacity.

- 1.1.1 When the PCYJC is at or near capacity, they will work with the ACPD to determine which juveniles under the supervision of the ACPD should be released in the event the need arises for additional detention of juveniles by the PCYJC.
- 1.2 Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation.
- 1.3 All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices. All juveniles referred to the PCYJC by the ACPD will be treated according to the same rules and regulations applied to other detainees in the custody of the PCYJC.
- 1.4 The PCYJC will arrange for non-routine medical, mental health, and/or educational services by juveniles referred by the ACPD and detained at the Facility. These non-routine services include, but are not limited to, hospitalization, ambulance, psychiatric assessments, psych-ed evaluation, and medications

## **2. Payment**

- 2.1 The ACPD agrees to pay the PCYJC a daily rate of \$175 per juvenile. The daily rate begins on the date of arrival. The PCYJC will bill the ACPD for the date of arrival but not the date of departure. The daily rate includes all Services under paragraph 1.2 above. The daily rates shall not be increased without the written agreement of ACPD and shall be studied by the Parties every three years.

For example: if a juvenile is admitted at 1900 hours on Sunday and is released at 0700 hours on Monday, the PCYJC will bill for only one day. If a juvenile is admitted at 0100 hours on Sunday and is released at 2359 hours on Monday, the PCYJC will bill for only one day.

- 2.2 The ACPD agrees to reimburse the PCYJC for the cost of all non-routine medical, mental health, and education services under Paragraph 1.4 above that are required by juveniles referred to the Facility by the ACPD.
  - 2.2.1 In all emergency situations, the PCYJC shall request the ACPD's written concurrence as to the non-routine services to be provided to juveniles referred to the Facility by the ACPD and as to the costs to be reimbursed prior to the provision of any such non-routine services under paragraph 1.4 above.
  - 2.2.2 The PCYJC shall have sole responsibility and discretion for determining whether a situation is an emergency, or becomes an emergency while awaiting the ACPD's concurrence as to non-routine, non-emergency

services and the ACPD shall defer to the PCYJC's assessment of the situation and determination regarding the emergency or non-emergency nature of the situation.

2.2.3 The PCYJC will notify the ACPD of any emergency situation and services within 24 hours of its or their occurrence.

2.3 The PCYJC will provide an invoice to the ACPD on a monthly basis for Services rendered.

2.4 The ACPD will pay the PCYJC promptly upon receipt of the invoice, but in any event such payment shall be made no later than thirty days after the date of the invoice.

### **3. Term; Termination**

3.1 The initial term of this Agreement shall be for a period from January 4, 2017 to January 3, 2018, unless terminated earlier as provided herein, provided that unless any Party gives notice to the others of its intention not to renew, at least ninety days before the end of said initial term, or of any renewal term, this IGA shall be automatically renewed for an additional one year period, for a total period not to exceed ten years per A.R.S. § 11-952(J).

3.2 The Parties may terminate this Agreement at any time if they mutually agree to do so in a written document signed by the Parties. In addition, any party to this Agreement may terminate this Agreement unilaterally, with or without cause, prior to the normal expiration of its term by providing the other Parties with no less than thirty days advance written notice of termination.

3.3 Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed, resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### 4. Referrals; Booking

- 4.1 ACPD will contact **PCYJC Intake unit @ (520)866-4018**, prior to transporting a juvenile to the Facility for admission.
- 4.2 ACPD will provide to PCYJC a Court Order and/or referral and affidavit to detain the juvenile. PCYJC may request additional information including but not limited to, information regarding the juvenile's family history, behavioral issues, medical, mental health, psychological evaluations, school, and/or social history for admission and monitoring purposes.
- ACPD shall ensure that No juvenile shall be held at PCYJC for more than twenty-four hours unless a petition alleging incorrigible or delinquent conduct or a criminal complaint has been filed and a copy provided to the PCYJC Intake unit. No juvenile shall be held longer than twenty four hours after the filing of a petition unless so ordered by the court after a hearing.
- 4.3 ACPD shall ensure that if a hearing is not held within twenty-four hours of the time of filing of the petition, the juvenile shall be released from PCYJC to a parent, guardian, custodian or other responsible person. If no parent, guardian, custodian or other responsible person can be located, PCYJC shall release the juvenile to the Department of Child Safety. PCYJC shall notify Apache County Juvenile Court of the release.
- 4.4 ACPD will not deliver to the Facility juveniles who are under the influence of controlled substances, or who are experiencing serious medical or mental health concerns, including self-harm behavior, without first obtaining a medical release from an appropriate medical and/or mental health professional or hospital.
- 4.5 PCYJC retains final and absolute right either to refuse acceptance, or request removal, of any ACPD-held juvenile exhibiting violent or disruptive behavior, or of any juvenile found to have a medical condition that requires medical care beyond the scope of the PCYJC health provider. In the case of a juvenile already in custody, PCYJC shall notify ACPD and request such removals, and shall allow ACPD reasonable time to make alternative arrangements for the juvenile.
- 4.6 In the event of any emergency requiring evacuation of the Facility, PCYJC shall evacuate the juvenile in the same manner, and with the same safeguards, as it employs for juveniles detained under PCYJC's authority. PCYJC shall verbally notify ACPD, and confirm by e-mail or fax, within two hours of such evacuation.

## **5. Release; Review**

- 5.1 ACPD shall notify **PCYJC Intake Unit (520) 866-4018** when detained juvenile under its supervision is to be released from the Facility to the custody of Apache County. Any such release made at the request of the ACPD shall be at the sole discretion of the ACPD and shall, with prior verbal notice confirmed by e-mail or fax, be performed promptly and without undue delay by the PCYJC, and shall not require an order of a court. The Facility shall only release a detained juvenile to a specifically identified person that the ACPD has advised, in writing, is authorized to take custody of the juvenile.

## **6. Transportation; Legal Representation of Detainees**

- 6.1 ACPD shall provide transportation to and from the PCYJC when juveniles under its supervision are booked into and released from the Facility, when appearances are required at court hearings, and, when medical, dental, or other appointments for any such juvenile are scheduled with/outside the Florence area. PCYJC staff will assist when available on transports within the Florence area.
- 6.2 Neither the County nor the PCYJC shall be responsible for any legal representation needed by juveniles under the ACPD's supervision that are detained at the Facility.

## **7. Communication**

The ACPD and PCYJC shall at all times maintain close communications through designated staff regarding the status of juveniles under its supervision.

## **8. Choice of Law**

The Agreement is made and to be performed in the State of Arizona and shall be construed, enforced, and governed by the internal, substantive laws of the State of Arizona without regard to conflict of law principles.

## **9. Notices**

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered personally to the respective Parties to the following addresses:

For Pinal County  
Denise Smith  
Director of Juvenile Services  
P. O. Box 1009  
Florence, AZ 85132  
(520) 866-7067

For Apache County  
Paul Hancock  
Chief Probation Officer  
P.O. Box 100  
St. Johns, AZ. 85936  
(928) 337-7571

Notices under this Section shall be deemed completed and effective on the date delivered, if given by facsimile, personal delivery, email or overnight express delivery service, or four days after the date of deposit in the mail if sent through the United States Mail.

#### **10. Conflict of Interest**

This Agreement is subject to cancellation or termination pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

#### **11. Entire Agreement; Amendment(s)**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to, and supersedes any and all prior agreements, understanding, negotiations, and representation regarding the subject matter of this Agreement. This Agreement may only be amended in writing upon mutual agreement of the Parties.

#### **12. Recordation**

Upon approval and execution of this Agreement by the Parties, the County shall cause this Agreement to be recorded in the Official Records of the Pinal County Recorder's Office.

#### **13. Construction; Section Headings**

Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine, neutral or feminine shall include each of the other. This Agreement is the result of negotiations between the Parties and shall not be construed for or against any of the Parties as a consequence of any Party's role or the role of any Party's attorney in the preparation or drafting of this Agreement or any amendments hereto. The Section Headings contained in this Agreement are for the convenience and reference of the Parties and are not intended to define or limit the meaning or scope of any provision of this Agreement.

#### **14. Compliance with Laws; Non-Discrimination**

The Parties and their employees and agents shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, and codes, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which may in any manner affect the provision of Services under this Agreement. In addition, the Parties agree to comply with all applicable court orders, and state and federal laws, rules, regulations and executive orders governing non-discrimination, including the Americans with Disabilities Act, equal employment opportunity laws, and immigration laws. Each Party shall include a clause to this effect in all subcontracts related to this Agreement.

## **15. Independent Contractor Status**

This Agreement does not create an employee/employer relationship or a joint employment relationship between the Parties. Rather, it is understood and agreed that the Parties at all times shall be deemed independent contractors of each other for all purposes, and that no Party to this Agreement nor its employees or agents shall be considered employees of any other Party under this Agreement.

## **16. Inurement; Assignment; Subcontracting**

All of the terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this Agreement without the prior written consent of the other Parties.

## **17. No Third Party Beneficiaries**

There are no third party beneficiaries of this Agreement and no third party shall be entitled to claim any right or interest under or by reason of this Agreement or to enforce any Provision of this Agreement.

## **18. Counterpart Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original and all of which when taken together shall constitute one and the same document. Counterparts are effective and binding when this Agreement has been executed by all of the Parties.

## **19. Liability and Indemnification**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

## **20. E-verify**

In accordance with A.R.S. § 41-4401, the Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employee verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Each Party and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their

compliance with A.R.S. § 23-214 subsection A. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. Each Party retains the legal right to inspect the papers of any other Party or subcontractor employee who works on the contract to ensure compliance with this warranty.

## **21. Arbitration**

Pursuant to Section 12-1518 of the Arizona Revised Statutes, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

## **22. PREA Compliance**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012), 42 U.S.C. §§ 15601-15609 (2012), was established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. PCJYC will comply with all standards outlined in the Final Rule. The Florence Police Department will be assigned to investigate all incidents of sexual assault allegedly occurring within the Youth Justice Center. The Parties agree to disclose any knowledge of sexual abuse or sexual harassment that a Apache County detained youth may have encountered, whether as the perpetrator or the victim.

## **23. Records Retention**

The Parties agree to comply with the records retention requirements of A.R.S. § 35-214.

## **24. Financing**

Apache County will use the cost savings from closing its juvenile detention center to finance this agreement.

By their signatures set forth below, the Parties agree to and accept the terms, conditions, and provisions of this Agreement.

**PINAL COUNTY, ARIZONA**

\_\_\_\_\_  
Steven Miller, Chairman  
Pinal County Board of Supervisors

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

**APACHE COUNTY ARIZONA**

\_\_\_\_\_  
Dr. Joe Shirley, Jr., Chairman  
Apache County Board of Supervisors

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

**SUPERIOR COURT OF ARIZONA  
IN AND FOR PINAL COUNTY**

\_\_\_\_\_  
Honorable Stephen F. McCarville  
Presiding Superior Court Judge

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

**SUPERIOR COURT OF ARIZONA  
IN AND FOR APACHE COUNTY**

\_\_\_\_\_  
Honorable Michael Latham  
Presiding Superior Court Judge

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

**Approved as to Content**

\_\_\_\_\_  
Denise Smith  
Director of Juvenile Court Services  
Pinal County

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

\_\_\_\_\_  
Paul Hancock  
Chief Probation Officer  
Apache County

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

**Determinations of Counsel**

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

**ATTORNEY FOR PINAL COUNTY**

**ATTORNEY FOR APACHE COUNTY**

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Cedric I. Hay  
Deputy Pinal County Attorney  
Civil Division  
*for* Kent Volkmer, County Attorney

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Joe Young  
Deputy Apache County Attorney  
Civil Bureau Chief  
*for* Michael Whiting, County Attorney

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

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

ENGINEERING-

Date/Signature 5/4/17



Describe in detail what you want to say to the Board and what action you want the Board to take:

PERMISSION TO USE NAVAJO COUNTY CONTRACT # B17-03-028 FOR LIQUID ASPHALT PRODUCTS.

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review:



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

Finance Review: \_\_\_\_\_

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

Human Resources Review: \_\_\_\_\_

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

Other Review: \_\_\_\_\_

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

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials





*Office of*  
**Apache County Engineer**  
*P.O. Box 238, St. Johns, AZ 85936*  
*fcrosby@co.apache.az.us*

J. Ferrin Crosby, P.E.  
County Engineer

Telephone: 928-337-7528  
Facsimile: 928-337-2062

May 8, 2017

Board of Supervisors:

Enclosed is Navajo County Bid #B17-03-026 for liquid asphalt products awarded to Hawker Evans Asphalt Co. Apache County anticipates using 515 tons of CRS-2P at a cost of \$ 392.00 a ton for a total estimated cost of \$201,880.00

Thank you

A handwritten signature in black ink, appearing to read "Dale Hauser", with a long horizontal flourish extending to the right.

Dale Hauser  
928-337-7531

**BID SCHEDULE**

**SUPPLYING and DELIVERING LIQUID ASPHALT PRODUCTS  
CONTRACT B17-03-028**

AREA	QUANTITY	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100 Tons	\$ NO BID	\$
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100 Tons	\$ NO BID	\$
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100 Tons	\$ NO BID	\$
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100 Tons	\$ NO BID	\$
Area E: HEBER/OVERGAARD	100 Tons	\$ NO BID	\$
Area F: SHOW LOW, PINETOP-LAKESIDE	100 Tons	\$ NO BID	\$
Additional charge per hour after 3 hours of spread time. (If County is responsible for delay)			\$ _____ per hour
Transport Truck Rental (After 2 hours pumping time)			\$ _____ one man \$ _____ two man

AREA	QUANTITY	UNIT PRICE PER TON TANK DELIVERY	EXTENDED PRICE
Area B: HOLBROOK STORAGE TANK DELIVERY	100 Tons	\$ NO BID	\$
Area F: SHOW LOW STORAGE TANK DELIVERY	100 Tons	\$ NO BID	\$

AREA	QUANTITY	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100 Tons	\$ 368.00	\$ 36,800
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100 Tons	\$ 368.00	\$ 36,800
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100 Tons	\$ 368.00	\$ 36,800
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100 Tons	\$ 368.00	\$ 36,800
Area E: HEBER/OVERGAARD	100 Tons	\$ 362.00	\$ 36,200
Area F: SHOW LOW, PINETOP-LAKESIDE	100 Tons	\$ 368.00	\$ 38,800
Additional charge per hour after 3 hours of spread time. (If County is responsible for delay)			\$ 195.00 per hour
Transport Truck Rental (After 2 hours pumping time)			\$ 110.00 one man \$ 150.00 two man.

\*\*All costs to include applicable taxes.

**BID SCHEDULE**

**SUPPLYING and DELIVERING LIQUID ASPHALT PRODUCTS  
CONTRACT B17-03-028**

AREA	QUANTITY	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100 Tons	\$ 392.00	\$ 39,200
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100 Tons	\$ 392.00	\$ 39,200
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100 Tons	\$ 392.00	\$ 39,200
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100 Tons	\$ 392.00	\$ 39,200
Area E: HEBER/OVERGAARD	100 Tons	\$ 386.00	\$ 38,600
Area F: SHOW LOW, PINETOP-LAKESIDE	100 Tons	\$ 392.00	\$ 39,200
Additional charge per hour after 3 hours of spread time. (if County is responsible for delay)			\$ 195.00 per hour
Transport Truck Rental (After 2 hours pumping time)			\$ 110.00 one man \$ 150.00 two man

AREA	QUANTITY	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100 Tons	\$ 271.00	\$
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100 Tons	\$ 271.00	\$
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100 Tons	\$ 271.00	\$
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100 Tons	\$ 271.00	\$
Area E: HEBER/OVERGAARD	100 Tons	\$ 265.00	\$
Area F: SHOW LOW, PINETOP-LAKESIDE	100 Tons	\$ 271.00	\$
Additional charge per hour after 3 hours of spread time. (if County is responsible for delay)			\$ 195.00 per hour
Transport Truck Rental (After 2 hours pumping time)			\$ 110.00 one man \$ 150.00 two man

**\*\*All costs to include applicable taxes.**

**The above bid shall be valid for a period of one hundred twenty (120) days.**

The bidder understands that any quantities stated or implied in the Specifications or elsewhere in the contract documents are approximate only and are subject to increase or decrease; and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit prices listed in the Bid Schedules. Bidder understands that each product may be awarded separately in the best interests of Navajo County. Bidder must bid on all areas regardless of quantity.

Bidder to indicate whether other governmental agencies may purchase against this contract.  YES  NO

(MAYBE ADJUSTMENT FOR MILEAGE)

FIRM: HAWKER & EVANS ASPHALT CO INC

DATE: 5/2/2017

SIGNATURE & TITLE: Dennis Ryan, PRESIDENT

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Malena Bazarro, Grants Coordinator

Date/Signature: 5/8/2017

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of a contract between NACOG and Apache County for technical assistance to the CDBG program.

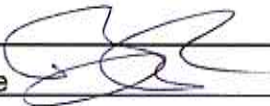
//BOS Meeting Date Requested 5/16/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature 

Human Resources Review:

Signature \_\_\_\_\_

Other Review:

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

**TECHNICAL ASSISTANCE CONTRACT  
COMMUNITY DEVELOPMENT BLOCK GRANT**

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THIS CONTRACT, made and entered into as of \_\_\_\_\_, by and between the Northern Arizona Council of Governments (NACOG), 119 East Aspen Avenue, Flagstaff, Arizona 86001-5296, hereinafter called the CONTRACTOR, and Apache County, PO Box 428, St. Johns, AZ 85936-0428, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE has contracted with the Arizona Department of Housing for Community Development Block Grant funds for County Fairgrounds Grounds ADA Grandstands and Alpine Street Lights; and

WHEREAS, the GRANTEE desires technical assistance in conducting the environmental reviews for the grants; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

NOW, THEREFORE, the parties do mutually agree as follows:

**ARTICLE I - PURPOSE**

The purpose of this Contract is to authorize the CONTRACTOR to provide administrative services to the GRANTEE for an Arizona Department of Housing Community Development Block Grant (CDBG), specifically, completion of environmental reviews consisting of an environmental assessment and a categorical exclusion. Services to be provided are detailed in the Scope of Work, but will generally include services under the Department of Housing's CDBG program guidelines.

**ARTICLE II - WORK STATEMENT**

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Work Statement (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Work Statement herein described without first submitting a written request to the GRANTEE and obtaining the GRANTEE'S written approval of the requested change.

**ARTICLE III - PERSONNEL**

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the GRANTEE reserves the right to assign any individual to assist in implementing the program outlined in the Work Statement.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**ARTICLE IV - LENGTH OF CONTRACT**

- A. The term of this Contract is from September 1, 2015 through April 30, 2017. The work had to be completed before the County could receive a contract with the Arizona Department of Housing.
- B. This Contract may be extended to accommodate unforeseen circumstances, if necessary.

**ARTICLE V - ACCESS TO INFORMATION**

It is agreed that all information, data, reports and records, and maps as are existing, available and necessary for the carrying out of the work outlined shall be furnished to the CONTRACTOR by the GRANTEE and its agencies. No charge will be made to the CONTRACTOR for such information, and the GRANTEE and its agencies will cooperate with CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

**ARTICLE VI - REPORTS AND INFORMATION**

- A. The CONTRACTOR, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- B. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use by the Department of Housing shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

*Preparation of this (report, map, documents, etc.) was aided through a Community Development Block Grant from the Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary crediting of the source. However, any opinions, findings, conclusions or recommendations are those of the authors and do not necessarily reflect the views of the Department of Housing.*

- C. All of the reports, information, data, etc. prepared or assembled by CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.
- D. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

**ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT**

In consideration of the CONTRACTOR'S satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, the GRANTEE shall pay the CONTRACTOR a fixed fee of Five Thousand Dollars (\$12,500), which sum shall be expended in accordance with the Payment Page which appears as Attachment B. Additional studies are not expected but would not be included as part of this contract.

**ARTICLE VIII - ASSIGNABILITY**

The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of the GRANTEE.

**ARTICLE IX - COMPLIANCE WITH LOCAL LAWS**

The CONTRACTOR shall comply with all applicable laws, ordinances, codes of the State and local governments, and the CONTRACTOR shall hold the GRANTEE harmless from any liability arising out of performing any of the work embraced by this Contract.

**ARTICLE X - INTERESTS OF THE CONTRACTOR**

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having such interest shall be employed.

#### **ARTICLE XI - OFFICIAL NOT TO BENEFIT**

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise herefrom.

#### **ARTICLE XII - TERMINATION OF CONTRACT**

- A. If the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.
- C. The GRANTEE may terminate this Contract at any time without cause by giving at least thirty (30) days notice in writing to the CONTRACTOR. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- D. The Contract may be terminated per A.R.S. § 38-511, Conflict of Interest.

#### **ARTICLE XIII - RECORDS AND AUDITS**

- A. The CONTRACTOR shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines.
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to the GRANTEE, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized in writing by the GRANTEE.

#### **ARTICLE XIV - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE XV - DISABILITY ACCESS**

In performing all construction, the CONTRACTOR agrees to comply with the "The American Standard Specifications for Making Buildings and Facilities Accessible To and Useable By the Physically Handicapped." The CONTRACTOR represents that it understands said standard specifications and same are incorporated by this reference.

**ARTICLE XVI - MISCELLANEOUS PROVISIONS**

- A. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party, shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.

**ARTICLE XVII – IMMIGRATION LAW**

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty")
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.
- E. A party will not be considered in materially breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- G. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

**ARTICLE XVIII - ATTACHMENTS**

All attachments are to be considered an integral part of this Contract. Attachments may be added or deleted during the term of the Contract provided the governing requirements of the Contracts are met.

ATTACHMENTS

- A. Work Statement
- B. Payment Page
- C. Civil Rights

IN WITNESS WHEREOF, the CONTRACTOR and the GRANTEE do hereby execute this Contract as of the date first above written.

APACHE COUNTY

NORTHERN ARIZONA COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
Joe Shirley Jr., Chairman

\_\_\_\_\_  
Chris Fetzer, Executive Director

**ATTACHMENT A  
WORK STATEMENT – ENVIRONMENTAL REVIEW RECORD**

**A. CONTRACT GOALS**

1. Complete the Environmental Assessment for Apache County Fairgrounds ADA Grandstands and the Categorical Exclusion for Alpine Streetlights,
2. Provide Technical Assistance to the GRANTEE regarding Federal, State, and project environmental review requirements, and
2. Assure compliance with all Federal, State laws, rules and Executive Orders.

**B. NOTICES, CORRESPONDENCE, AND REPORTS**

1. Notices, correspondence and reports from the CONTRACTOR shall be sent to:  
Malena Bzurto  
Apache County  
P.O. Box 697  
St. Johns, AZ. 85936
2. Notices, correspondence and reports from the GRANTEE shall be sent to:  
Isabel Rollins  
NACOG  
1577 Plaza West Drive  
Prescott, AZ 86303

**C. SPECIAL PROGRAM REQUIREMENTS**

1. CONTRACTOR will assist in interpretation of all Federal overlay statutes as they relate to the projects to be undertaken.
2. CONTRACTOR will liaison with the Department of Housing regarding the CDBG program.

**D. SERVICES NAME(S) AND ACTIVITIES**

TECHNICAL ASSISTANCE - This service provides project management oversight of, at a minimum, the following specific activities. This list is not intended to be all inclusive of all responsibilities. Services may be expanded or reduced as appropriate to the needs of the project.

1. Make necessary contacts, perform research, and complete all Environmental Assessment forms as required by the Department of Housing Small Cities CDBG Program.
2. Oversee file set-up and maintenance for required records.
3. Respond to Housing CDBG Program requests for information.
4. Develop any required legal advertisements for publication and publish.
5. Coordinate with interested parties and consultants as needed to complete the assessment.
6. Submit final report and Request for Release of Funds from the Arizona Department of Housing.

**ATTACHMENT B**

**PAYMENT PAGE**

1. **SOURCE OF FUNDS:** Apache County
2. **COMPENSATION TYPE:** Percent of Completion
3. **PAYMENT METHOD:** Payments shall be made on a net 30 day basis upon proper submission of an invoice documenting the completion of each major activity:

<b>ACTIVITIES</b>	<b>PERCENT BILLABLE</b>	<b>STATUS</b>	<b>REC'D ON ACCT</b>	<b>CURRENT DRAW</b>
<b>ENVIRONMENTAL ASSESSMENT FOR APACHE COUNTY FAIRGROUNDS ADA GRANDSTANDS – \$7,500</b>				
Establish Files, Compile Project Information	20%	DONE		1,500
Contact all Relevant Parties, Complete Required ADOH Forms	60%	DONE		4,500
Submit Assessment to ADOH	10%	DONE		750
Request and Receive Release of Funds	10%	DONE		750
<b>TOTAL PROJECT</b>	<b>100%</b>			<b>7,500</b>

<b>CATEGORICAL EXCLUSION REVIEW FOR APACHE COUNTY APLINE STREETLIGHT PROJECT – \$5,000</b>				
Establish Files, Compile Project Information	20%	DONE		1,000
Contact all Relevant Parties, Complete Required ADOH Forms	60%	DONE		3,000
Submit Review to ADOH	10%	DONE		500
Request and Receive Release of Funds	10%	DONE		500
<b>TOTAL PROJECT</b>	<b>100%</b>			<b>5,000</b>

## ATTACHMENT C

### CIVIL RIGHTS PROVISIONS

#### Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

\* Excluded from participation \* Denied program benefits \* Subjected to discrimination on the basis of: \* Race \* Color \* National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended, prohibits discrimination in housing on the basis of: \* Race \* Color \* Religion \* Sex \* National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for \* Training, and \* Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:

- \* Businesses located in the project area, (OR)
- \* Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be \*Excluded from participation (including employment.) \* Denied program benefits \*Subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: \* Race \* Color \* National Origin \* Sex \* Age \* Handicap under any program or activity funded in whole or in part under Title I (CDBG) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:

- \* Housing (and related facilities) provided with Federal assistance.
- \* Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- \* Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- \* Bind the same responsibility to Subcontractors through contract language;
- \* Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

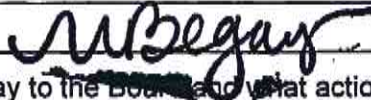
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Treasurer's Office

Date/Signature: 5/8/2017



Describe in detail what you want to say to the Board and what action you want the Board to take:

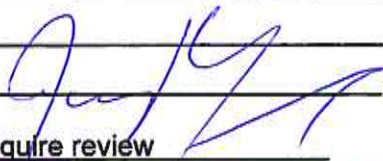
Treasurer's office request discussion and possible approval of a "Addendum to Certificate of Bank Accounts/Addendum to Certificate of Authority" and a Resolution to open one new bank account with National Bank of Arizona and add authorized signers to that account for the Health Department. This request is a conjuncture of the banking service RFP that was approved by the board 4/7/15.

BOS Meeting Date Requested Immediately

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature N/A



Check if item does not require review

Finance Review:

Signature N/A

Check if item does not require review

Human Resources Review:

Signature N/A

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



# Addendum to Certificate of Bank Accounts/

## Addendum to Certificate of Authority

### New Deposit Accounts Only

This document use is to add additional bank accounts and the account signers to/with the National Bank of Arizona, "Apache County's servicing bank". This addendum may not be used to add or delete current signers or current bank accounts currently designated with National Bank of Arizona or authorize persons to engage in credit transactions on the accounts. A new Certificate of Authority, or other proper written notification, must be obtained for these purposes.

---

<b>Bank Name:</b>	<b>Officer Name:</b>	<b>Branch#:</b>	<b>Phone Number:</b>	<b>Address:</b>
<u>National Bank of Arizona</u>	<u>Dustin Jones</u>	<u>6709</u>	<u>928-532-4550</u>	<u>1400 E Woolford, Show Low, AZ 85901</u>

---

### Addendum to Certificate of Bank Accounts

<b>Date:</b>	<b>Customer Name:</b>
<u>5/16/2017</u>	<u>Apache County</u>
<b>Account Number:</b>	<b>Account Name:</b>
<u>5791391732</u>	<u>Apache County Public Health Vital Records</u>

---

### Authorized Company Administrators on the bank accounts (Signature(s) required):

<b>Company Admins:</b>	<b>Signature:</b>
<u>Marleita Begay</u>	_____
<u>David Romero</u>	_____

---

### Description of the requested Authorized Signers to new bank account:

<b>Print Name:</b>	<b>Company/Title</b>	<b>Sample Signature:</b>
<u>Chris Sexton</u>	<u>Health Director</u>	_____
<u>Keli Sine-Shields</u>	<u>Assistant Health Director</u>	_____

Kimberly Penrod

Executive Assistant

\_\_\_\_\_

---

**The Persons signing below:**

**Direct the bank to recognize the bank account, its related account name, signers, and their signatures, to be added to this account and the signers registered with Apache County, Arizona.**

**Acknowledge that these additions become effective only after this addendum has been received by the Bank and the Bank has had a reasonable opportunity to act on the instructions it contains.**

**Certifies that the account owner and company admins have taken all action(s) under its organizational documents, if any, including passage of resolutions by its board of directors, trustees, or other governing body, required to make these additions and to authorize the undersigned to execute and deliver this addendum.**

**Direct the Bank that the additional signers above shall have all of the authority granted to the persons identified as authorized signers on the Certificate of Authority.**

**Accurate as of:**

5/15/2017

---

**Certified/Agreed to By:**

**Signature/Date:**

\_\_\_\_\_

**Name (Print):**

Joe Shirley

**Title:**

Apache County Board Chairman

# Resolution 2017-\_\_\_

It is resolved that the Apache County Board of Supervisors, at a regular meeting held on 5/16/2017, at which a quorum was present, duly authorized the following employees as relates to Apache County to open two accounts and execute all documents and all bank business relative to said accounts until such authority is revoked by the Apache County Board of Supervisors and by written notification to National Bank of Arizona. Apache County hereby agrees to and accepts provisions and conditions set forth in the terms and conditions of deposit agreement for said accounts.

Said accounts are:

Apache County Public Health Vital Records

Designated signers on both accounts are to be:

Chris Sexton, Health Director

Keli Sine-Shield, Assistant Health Director

Kimberly Penrod, Executive Assistant

<b>NAME OF DULY AUTHORIZED EMPLOYEE</b>	<b>TITLE</b>	<b>SIGNATURE</b>
<b>Marleita Begay</b>	<b>Apache County Treasurer</b>	_____
<b>David Romero</b>	<b>Apache County Chief Deputy Treasurer</b>	_____

The Apache County Board of Supervisors, hereby certify that the above named person is the person currently empowered to act under our resolutions authorizing doing business with National Bank of Arizona, and the name and specimen official signature of each person to be true. This certification supplements and confirms certifications previously furnished to National Bank of Arizona.

Passed and adopted this 5/16/2017 by Apache County Board of Supervisors.

Chairman Name:

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

**ATTEST:**

Clerk of the Board Name:

Clerk of the Board Signature: \_\_\_\_\_


Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

5/16/17 

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of a lease agreement with Steve Hall to lease property in Eagar, Arizona for storage of Sheriff's Office equipment, at a cost of seven thousand, two hundred dollars (\$7,200.00) annually

~~Sheriff's Office~~  
County

BOS Meeting Date Requested 5/16/17

PRE-AGENDA ITEM REVIEW

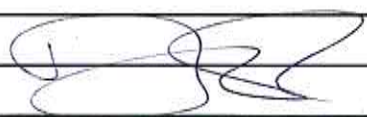
Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

TO BE PAID FROM GF

Signature \_\_\_\_\_



Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



**APACHE COUNTY  
EAGAR STORAGE LOCATION  
LEASE AGREEMENT**

Apache County, a political subdivision of the State of Arizona (Lessee), and Steve Hall, an individual residing in the State of Arizona (Lessor), enter into this Lease Agreement (Agreement) effective the 1<sup>st</sup> day of May 2017.

**RECITALS**

Lessor owns real property and improvements located at 975 South Water Canyon Road in Eagar, Arizona, 85925, and including the large building as more particularly described below (Property):

**Section 16; Township 8N; Range 29E; BEG NE COR W 998.61' TO POB  
CONTIN W 1653.80' S 150' W 690' S 2480' E 1360' N 1750' E 976.66' N  
865' TO POB**

Lessee desires to lease certain land in the Round Valley area to store and maintain Apache County vehicles, equipment and other property.

Lessor is the owner of the Property and desires to lease the Property to Lessee for the purpose described above.

Now therefore, for the mutual promises and consideration contained herein, the parties agree as follows:

**AGREEMENT**

**I. TERM**

The Term of this Agreement shall be five years. The term shall commence May 1, 2017 and shall terminate on April 31, 2022. The Lessor or the Lessee may terminate this Agreement by delivering to the other party **written notice** of intent to terminate the Agreement not less than 120 days prior to the date of the intended termination. After the initial term either Lessor or Lessee may extend this Agreement by delivering notice of intent to extend this Agreement for an additional term not less than 90 days prior to date of the termination of the then-current term of this Agreement. Each such extension shall be for a term of five years, unless the parties agree otherwise in a writing signed by both parties.

**II. PREMISES**

Lessor shall lease to Lessee all portions of the Property including all buildings and fixtures, all as described in the recitals above.

**III. RENT PAYMENTS**

Lessee shall pay to Lessor rent in the amount of Six Hundred dollars (\$600.00) per month (\$7,200 annual). The payment is due in advance and payable on or before the first day of each month and each month thereafter throughout the term of this Agreement.

#### IV. UTILITIES

Lessee will assume full responsibility for the cost of utilities (electrical, sewer, water) associated with its occupancy of the Property. The utilities provided to the Property shall be segregated on a separate meter.

#### V. REPAIR AND MAINTENANCE

Lessor shall at all time keep the Premises in a fit and habitable condition, and shall ensure that legal and actual access to all buildings is kept usable and in good condition.

Lessee will make no improvements to the Premises without prior written authorization by the Lessor, which authorization shall not be unreasonably withheld.

Lessee shall pay all expenses of remodeling the Premises prior to Lessee's use.

Lessee shall pay all the costs for custodial care for the Premises.

#### VI. INSURANCE COVERAGE

During the entire term of this Lease Agreement, Lessee shall, at Lessee's sole cost and expense, maintain public liability insurance against claims for personal injury, death, or property damage occurring in, upon or about the Premises and on any sidewalks directly adjacent to the Premises. The limitation of liability of such insurance shall not be less than one million dollars (\$1,000,000.00) in respect to injury in any one accident and to the limit of not less than one hundred thousand dollars (\$100,000.00) in respect to property damage.

## VII. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, sublet, or transfer in any manner its rights under this Agreement without the express written consent of the Lessor. Notwithstanding the preceding language, Apache County shall be able to use the Property as it sees fit for any of the County's various departments, special taxing districts, or other subsidiary organization.

## VIII. ATTORNEY'S FEES

In any action for default, breach, or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as fixed by the court having jurisdiction of the action.

## IX. ARBITRATION AND LAW

Any controversy which may arise out of this Agreement shall first be submitted for arbitration as set forth in the Arizona Revised Statutes Section 12-1501 et seq. The laws of the State of Arizona shall apply to the construction and interpretation of this Agreement, and any litigation regarding this Agreement must be maintained in Arizona Courts.

## X. INSPECTION

Lessor shall have the right of reasonable access to inspect the Premises upon the giving of two days notice to Lessee. No notice shall be required, except in cases of emergencies or where notice impractical.

## XI. BREACH

The failure by either party to fully perform under any or all of the terms and conditions of this Agreement shall constitute a breach of this Agreement entitling the offended party to take any and all such action as provided by law and equity. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

## XII. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties hereto, and any other or prior understandings or agreements shall have no further force and effect unless expressed herein.

## XIII. NOTICES

All notices and communication concerning this Agreement shall be directed to contact representatives at the following addresses:

To Lessee:  
Apache County Manager  
P.O. Box 428  
St. Johns, AZ 85936

To Lessor:

Steve Hall

\_\_\_\_\_  
\_\_\_\_\_

**XIX. NON-DISCRIMINATION**

The parties shall not discriminate in any manner against any individual who may seek services on the basis of race, creed, gender, color, religion, mental or physical handicap, familial status or national origin.

**XX. MISCELLANEOUS PROVISIONS**

If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**XXI. CONFLICT OF INTEREST**

Either party may cancel this Agreement for conflict of interest pursuant to Arizona Revised Statute Section 38-511.

In witness whereof, the parties execute this Agreement:

**Apache County (Lessee)**

**Steve Hall (Lessor)**

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
Steve Hall

**Attest:**

**Attest:**

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

\_\_\_\_\_  
Witness

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

5/9/17 

Date/Signature:

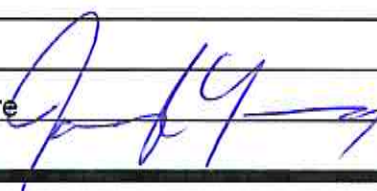
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to accept a one-time payment of \$50,000 for the Arizona State Forester. This amount will be a pass through to Eastern Counties Organization (ECO) for County Environmental programs.

BOS Meeting Date Requested 5/16/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



STATE OF ARIZONA REMITTANCE ADVICE

WARRANT NO  
218219060

AGY: FOA

AGENCY CONTACT: Tom Vogt

602-542-2446

INVOICE NO.	INVOICE DT.	INVOICE DESCRIPTION	DOCUMENT/LINE NO.	INVOICE AMT.	DISCOUNT AMT.	NET AMT.
		Disbursement of Environmental Program Funds SFY 2016	GAX, FOA, 170000046340 / 1	\$50,000.00	\$0.00	\$50,000.00

IF REMITTANCE ADVICE ABOVE IS BLANK, SEE [HTTP://WWW.VENPAY.GAO.AZDOA.GOV/](http://www.venpay.gao.azdoa.gov/) FOR FURTHER DETAILS.

EVER WONDER WHERE YOUR PAYMENT FROM THE STATE IS? OR, WHICH STATE AGENCY PAID YOU THROUGH DIRECT DEPOSIT/ACH? VISIT OUR VENDOR PAYMENT WEBSITE, [HTTP://WWW.VENPAY.GAO.AZDOA.GOV/](http://www.venpay.gao.azdoa.gov/).

VENDOR NAME:	APACHE COUNTY	ISSUE DATE:	04/12/2017	WARRANT AMOUNT:	\$50,000.00
VENDOR ID:	PZ000007219				

FOLD OR SEPARATE AT COLORED LINE BELOW

STATE OF ARIZONA

NOT GOOD AFTER  
VOID DATE SHOWN

91-113  
1221

DATE ISSUED
MO-DAY-YR
04/12/2017

VOID AFTER
MO-DAY-YR
10/09/2017

BANK
21

WARRANT NO
8219060

DEPARTMENT  
FOA

DOCUMENT ID  
170000484478

PAY THIS AMOUNT
\$50,000.00

FIFTY THOUSAND AND 00/100 DOLLARS

PAY TO THE ORDER OF

APACHE COUNTY  
APACHE COUNTY CITY MANAGER  
PO BOX 428  
ST JOHNS, AZ 85936



*Clay C Brown*  
DEPARTMENT OF ADMINISTRATION  
*Joylene de Juarez*  
COUNTERSIGNED GOVERNOR

PAYABLE THRU STATE SERVICING BANK OF STATE TREASURER OF ARIZONA

⑈8219060⑈ ⑆122101133⑆ 000000000021⑈



Douglas A. Ducey  
Governor

**Office of the State Forester**  
**Arizona Department of Forestry  
and Fire Management**



Jeffery C. Whitney  
State Forester

Glen Buettner  
Grants Program Manager  
Direct: 602-771-1410

April 14, 2017

Delwin Wengert, County Manager  
Apache County  
P.O. Box 428  
St. Johns, AZ 85936

Subject: Environmental Program Assistance – FY2017

Mr. Wengert:

Arizona Department of Forestry and Fire Management has recently processed a payment of \$50,000 to Apache County to support County Environmental Programs as stipulated in the State's 2017 appropriation.

Enclosed is a copy of the 2013 Environmental Program Assistance agreement between Arizona State Forestry and the Apache County Board of Supervisors - along with a copy of the approved multi-county implementation plan for FY 2017.

A one-time payment for State Fiscal Year 2017 was recently processed by the Arizona Department of Administration:

Date: 4/12/2017  
Warrant #: 218219060

Please assure the funds are received by the County and appropriately routed. Let me know if you need additional information or assistance.

Sincerely,

Glen Buettner  
Grants Program Manager

c: file

Duty ♦ Respect ♦ Integrity

## Beth Bond

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**From:** Delwin P. Wengert  
**Sent:** Tuesday, April 18, 2017 2:40 PM  
**To:** Beth Bond  
**Subject:** FW: State payment of ECO FY 2017 appropriation

fyi

-----Original Message-----

**From:** Pascal Berlioux [<mailto:pberlioux@easternarizonacounties.us>]  
**Sent:** Thursday, April 13, 2017 1:53 PM  
**To:** Jimmy Jayne <[james.jayne@co.navajo.az.us](mailto:james.jayne@co.navajo.az.us)>; Kay Gale <[kgale@co.greenlee.az.us](mailto:kgale@co.greenlee.az.us)>; Delwin P. Wengert <[dpwengert@co.apache.az.us](mailto:dpwengert@co.apache.az.us)>; John Nelson <[jnelson@gilacountyaz.gov](mailto:jnelson@gilacountyaz.gov)>; Terry Cooper <[tcooper@graham.az.gov](mailto:tcooper@graham.az.gov)>  
**Cc:** Paige Peterson <[Paige.Peterson@navajocountyaz.gov](mailto:Paige.Peterson@navajocountyaz.gov)>  
**Subject:** State payment of ECO FY 2017 appropriation

Hello;  
I have just been notified by AZ Forestry that the 5 warrants for \$50k each to Navajo, Apache, Gila, Graham and Greenlee counties, in payment of the \$250k ECO FY 2017 appropriation were sent yesterday to your attentions.  
Please transfer these to ECO fiscal agent Navajo County, attention Paige Peterson.

Thx  
P

Pascal Berlioux, Ph.D. MBA  
Executive Director  
Eastern Arizona Counties Organization  
Sent from my iPhone

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

5/9/17 BCP

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. 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.

BOS Meeting Date Requested 5/16/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

HW