

JOE SHIRLEY, JR.
VICE CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

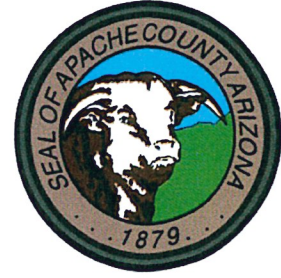
ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

TRAVIS SIMSHAUSER
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

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

November 20, 2018

Board of Supervisors' Hearing Room, First Floor

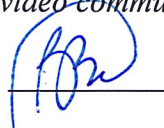
75 West Cleveland Street

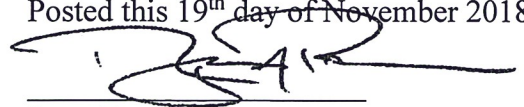
St. Johns, Arizona

9:00 a.m. MST

1. Sit as the Apache County Public Health Services District Board of Directors and the Board of Supervisors: Discussion and possible approval of an addendum to the current lease with Northern Arizona Council of Governments (NACOG) to extend the Head Start lease for an additional ten years.
2. Election Department: Discussion and possible approval of the Canvass of the November 6, 2018 General Election.
3. Sheriff's Office: Discussion and possible approval to solicit sealed bids for the replacement of the roof over the sheriff's office and jail.
4. District II: Request approval of an Intergovernmental Agreement (IGA) between the Navajo Nation and Apache County for a Partnership Agreement for District I, II and III for temporary services and other assistance.

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 this 19th day of November 2018 @ 8:00 a.m. by  .


Ryan Patterson
Clerk of the Board

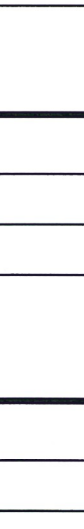
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

10/16/18 

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

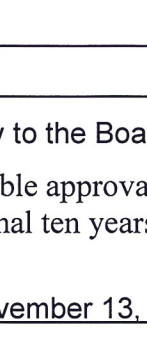
County Manager: Discussion and possible approval of an addendum to the current lease with Northern Arizona Council of Governments for an additional ten years.

BOS Meeting Date Requested November 13, 2018

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 _____



LEASE AGREEMENT BETWEEN NACOG AND APACHE COUNTY ADDENDUM

Lessor: Apache County, P.O. Box 428, St. Johns, AZ 85936

Lessee: Northern Arizona Council of Governments (NACOG) Head Start, 121 E Aspen Ave.,
Flagstaff, Arizona 86001

This addendum is to extend the lease agreement with the following inclusion to the current lease:

The term of the Amended lease shall be for a period of ten years commencing June 1, 2018 and terminating on May 31, 2028. At the termination for the lease, NACOG shall have the option again to extend the lease for an additional ten years providing at least thirty (30) days advance written notice prior to the expiration of the lease. Either party may terminate this agreement at any time with 90 days prior written notice.

NACOG Head Start shall claim \$37,917.00 annually as in-kind space donation to be recorded as a non-federal share of the Head Start award. This amount shall increase annually for inflation by three percent for each subsequent lease year, effective June 1, 2019. This amount shall be considered the Fair Market Rental Value of the lease space as outlined in Title 45 CFR 75.306 Uniform Administrative Requirements.

ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by Northern Arizona Council of Governments up to and including termination of this Contract.

Approved this 13th day of November 2018.

Jennifer Brown
NACOG Director

Alton Shepherd
Chairman of the Board

Ryan N. Patterson
County Manager

LEASE AGREEMENT BETWEEN NACOG HEAD START AND APACHE COUNTY

Lessor: Apache County, P.O. Box 693, St. Johns, AZ 85936

Lessee: NACOG HEAD START, 121 E. Aspen Avenue, Flagstaff, AZ 86001

LEASED PREMISES

In consideration of the rents and covenants herein made, Lessor does lease to Lessee the following described real property:

Apache County Parcel Nos. 203-36-115, 203-36-116, and all improvements thereon, more particularly described as follows:

203-36-115: ST JOHNS TWNS N2 LOT 4 BLK 28

203-36-116: ST JOHNS TWNS S2 LOT 4 BLK

TERM

The term of this lease shall be for a period of ten years commencing January 1, 2009, and terminating on May 30, 2018. At the termination of this lease, NACOG shall have the option to extend this lease for an additional period of ten years by providing at least thirty (30) days advance written notice prior to the expiration of the lease..

RENT

Lessee shall pay to the Lessor the sum of \$1.00 (one dollar) each month, commencing the 1st day of January, 2009, for a total annual rent

ORIGINAL

of \$12.00 per year. The total annual rent shall be due and payable by the first day of June during each calendar year.

UTILITIES

Lessee shall be responsible for paying when due all utilities on the leased premises. The term "utilities" shall include but is not limited to electricity, water, sewer, phone, natural gas, satellite connections and monthly Internet charges.

BREACH

The failure of 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 action as allowed by law. The waiver by either party or breach of any provisions of this agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

Lessee understands that breach of any of the terms and conditions of this contract may result in Lessee being evicted from the premises. No refund of unused rent will be awarded upon eviction.

USE OF PREMISES

Lessee intends to use the leased premises for the purpose of operating the "Head Start" program.. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor, which will not be unreasonably withheld.

It is understood by the parties that it is the intent of the Lessee to make modifications and improvements to the leased premises to make it suitable for Lessee's needs. It is also understood that the Lessee is in the process of obtaining grant funding for those improvements in the amount of approximately two-hundred and twenty-thousand dollars (\$220,000). Lessor hereby grants permission for Lessee to make those modifications and improvements. However, all modifications and improvements made by the Lessee shall comply with state, local and federal building codes and requirements, and all modifications to the building shall be compliant with the Americans with Disabilities Act (ADA).

In the event Lessee does not obtain the anticipated grant funding by January 1, 2009, this Agreement may be terminated by either the Lessor or Lessee on thirty days advance written notice.

Any signage placed upon the building by Lessee to mark the business shall be approved by the Lessor, and such approval shall not be unreasonably withheld.

IN-KIND CONTRIBUTION OF APACHE COUNTY

NACOG Head Start shall claim \$24,918 annually as in-kind space donation to be recorded as a non-federal share of the Head Start grant award. This amount shall be increased annually for inflation by three percent or the Federal rate of inflation, whichever is greater for each subsequent lease year, effective January 1, 2009. This amount shall be considered the Fair Market Value of the lease space as outlined in Title 45 CFR 92.94, Uniform Administrative Requirements—States and Local Governments.

INSPECTION OF PREMISES

From time to time during the existence of this Lease, Lessor shall have the right to, at a reasonable time and upon reasonable notice to the Lessee, and without interfering with the business of the Lessee, enter into and inspect the leased premises.

MAINTENANCE OF PREMISES

Lessee shall be solely responsible for all maintenance of both the interior and exterior of the leased premises. This shall include but it is not limited to electrical, plumbing, heating and cooling systems, the roof, painting and keeping the exterior of the building neat and attractive, as well as maintaining the parking lots.

DESTRUCTION OF PREMISES

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within thirty working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

If the leased premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within thirty working days from the date of written notification by Lessee to Lessor of the destruction, this Lease shall not terminate, and Lessor shall at its sole risk and expense proceed with reasonable diligence to rebuild or

repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the leased premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, employees, invitees or those for whom Lessee is responsible, the rent payable under this Lease during the period for which the leased premises are untenable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Lessor fails to complete the necessary repairs or rebuilding within thirty working days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at its option terminate this Lease by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Lease shall cease to exist.

INSURANCE

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

ASSIGNMENT AND SUBLETTING

The Lessee shall not assign, sublet, transfer, the leased premises or any of its rights under this Agreement in any manner without the express written consent of Apache County.

CONFLICT OF INTEREST

The parties hereto are aware of and acknowledge the provisions regarding conflict of interest found in A.R.S. § 38-511, and those terms and incorporated into this lease be reference.

CONFLICT RESOLUTION

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek informal mediation of their dispute. . In the event the parties are unable to resolve their disputes through informal mediation, the parties agree to abide by arbitration as set forth in A.R.S. § 12-1501 et. seq.

The laws of the State of Arizona shall apply to questions arising under this Agreement and any litigation regarding this agreement must be maintained in the courts of the State of Arizona.

In any action between the parties to this Agreement, their heirs, executors, or assigns, for a default, breach, or for the enforcement of any of the other terms and conditions of this Agreement, any reasonable attorney's fees to be fixed by the courts having jurisdiction of the action shall be added to and made a part of the allowable cost in such action in favor of the successful party.

ENTIRE AGREEMENT

This lease constitutes the entire agreement of the parties, and no representations have been made by the parties other than those contained herein. Any prior understandings or agreement are hereby cancelled, having no further force and effect.

SEVERABILITY

In the event one or more provisions of this Agreement are for any reason deemed to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

MODIFICATION


No modifications or addendums to this lease agreement shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

NOTICES

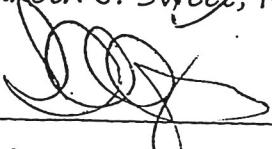
Notices required by this Agreement shall be in writing and sent via first class mail to the addresses listed for each party in this document.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person(s) who are duly authorized to do so on the day and year designated below.


Executed this 22 day of July, 2008 at St. Johns, Arizona.



Kenneth J. Sweet, NACOG Executive Director



Chairman of the Board of Supervisors, Apache County



County Manager, Apache County

NACOG

Northern Arizona
Council of Governments
Apache • Coconino • Navajo • Yavapai



Chris Fetzer
Executive Director



HEAD START

Jennifer Brown
Head Start Director

September 7, 2018

Mr. Michael B. Whiting, Attorney
Apache County
P.O. Box 428
St. Johns, AZ 85936

Dear Mr. Whiting:

As our current 10-year lease agreement ends we want to express our appreciation for the partnership we share. It provides the foundation for our collaborative efforts in serving the children and families in St. Johns and the surrounding area. The space donated by the County sets the stage for us to provide high quality educational services to the Head Start and Early Head Start children so they transition into the school district's program prepared and ready to learn. This donated space also allows us to address the local matching requirements of our grant.

To continue this partnership, NACOG Head Start would like to extend the Lease Agreement for the St. Johns Head Start by requesting that an addendum be added to the current lease with the following updated information:

The term of the Amended Lease shall be for a period of ten years commencing June 1, 2018, and terminating on May 31, 2028. At the termination of the lease, NACOG shall have the option again to extend this lease for an additional ten years providing at least thirty (30) day advance written notice prior to the expiration of the lease.

NACOG Head Start shall claim \$37,917.00 annually as In-kind space donation to be recorded as a non-federal share of the Head Start grant award. This amount shall increase annually for inflation by three percent for each subsequent lease year, effective June 1, 2019. This amount shall be considered the Fair Market Rental Value of the lease space as outlined in Title 45 CFR 75.306 Uniform Administrative Requirements.

ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. 35-393.01. Violation of this certification by Contractor may result in action by Northern Arizona Council of Governments up to and including termination of this Contract.

We look forward to continuing a collaborative relationship with the district that accomplishes the school readiness goals and objectives sought by both parties. At your earliest convenience, please sign the enclosed Lease Agreement where indicated and return it in the enclosed envelope. Once we have received the signed agreement, we will send you a copy of the original.

If you have any questions or need additional information, please do not hesitate to contact me at (928) 774-9504 Ext 1116.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brown". The signature is written in black ink and is positioned above the typed name and title.

Jennifer Brown, Director
NACOG Head Start

JB/kdv

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 11/5/18 Angela C. Romero

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

1. Discussion and possible approval of the Canvass of the November 6, 2018 General Election.

BOS Meeting Date Requested 11/13/18

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chief Deputy Brannon Eagar/ Commander Michael Cirivello

Date/Signature: Brannon Eagar 11-15-18

Describe in detail what you want to say to the Board and what action you want the Board to take: The Sheriffs Office is requesting to go out to sealed bid for the replacement of the roof over the sheriff's Office and the Jail

BOS Meeting Date Requested 11-20-18

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Check if item does not require review _____

Finance Review: _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

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 _____

Beth Bond

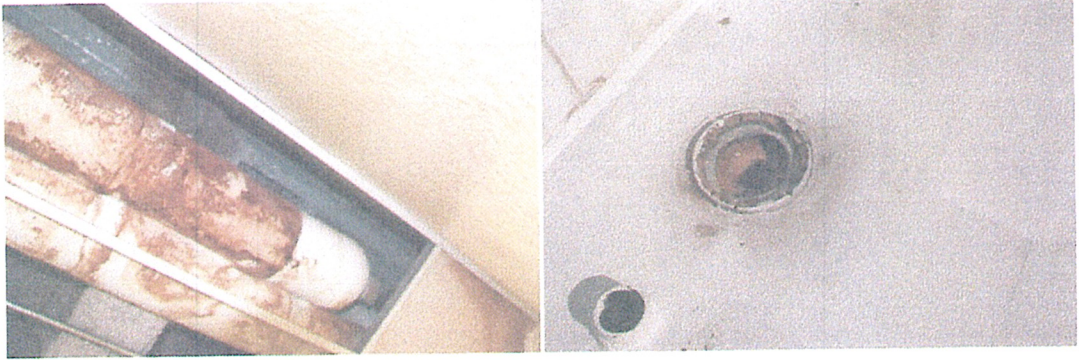
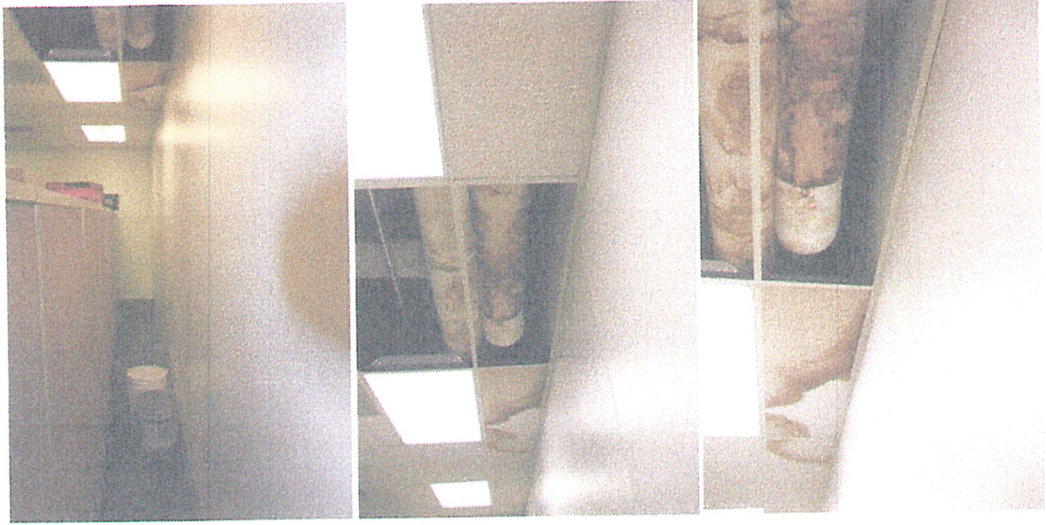
From: Michael Cirivello
Sent: Thursday, November 15, 2018 3:16 PM
To: Beth Bond
Cc: Brannon Eagar
Subject: Roof Agenda
Attachments: Agenda Request.png; Scan_20181115.png; Scan_20181115_2.png; Scan_20181115_3.png; Scan_20181115_4.png; Scan_20181115_5.png; Scan_20181115_6.png

Hi, I was asked to send this too you...Thanks

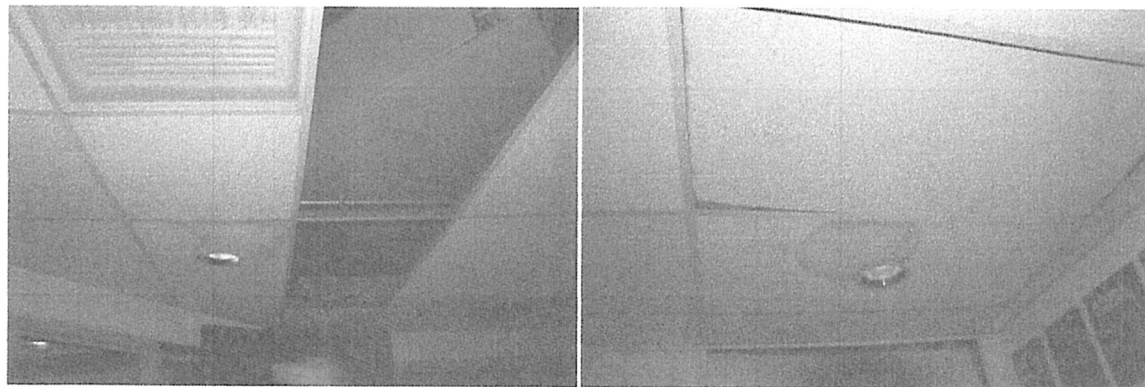
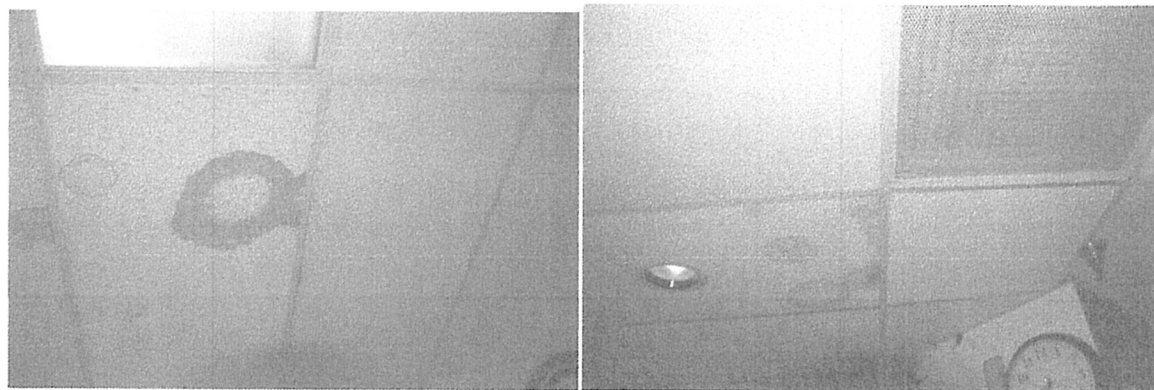
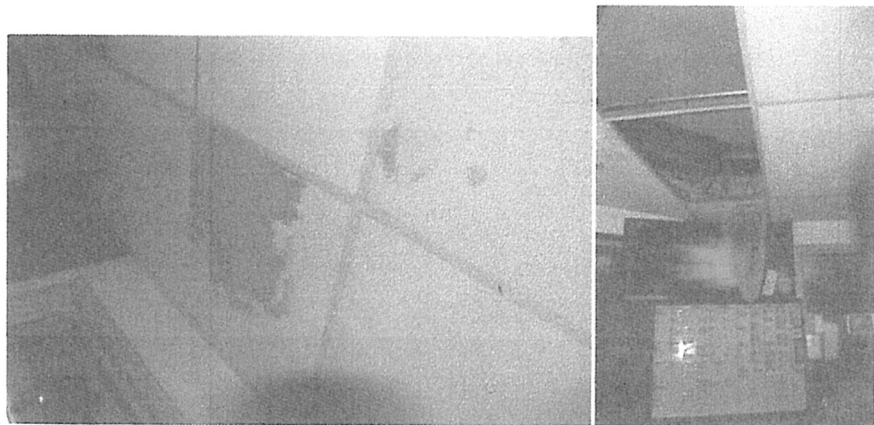
Apache County Sheriff and Jail Roof Issues

Here are photos of effect area of the ceiling in squad room.

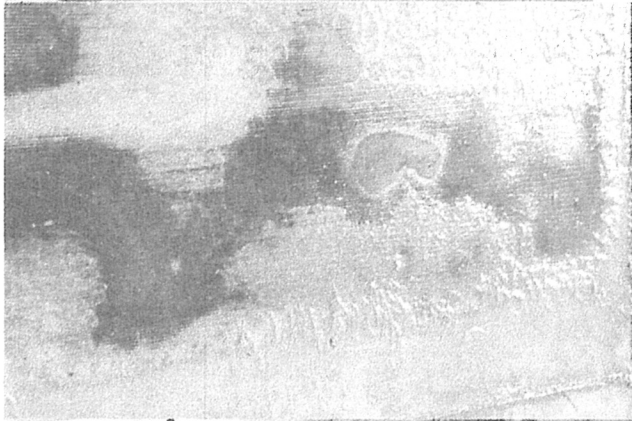


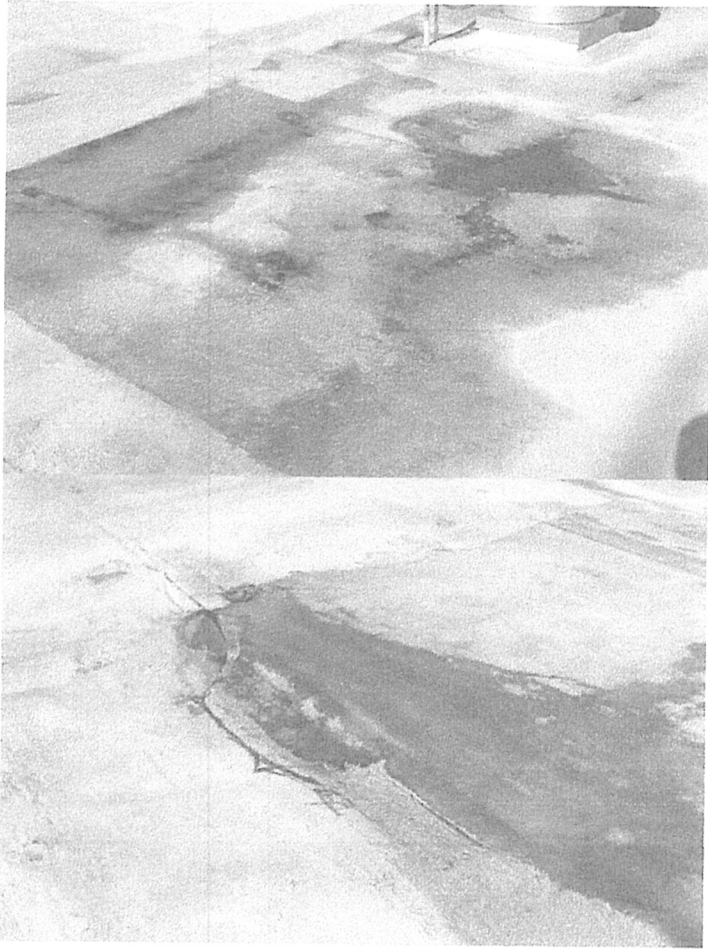


Control tower area leak photos.



Roof Photos of roof break down.





Here are photos from the Pods. Here we have ceiling leaks in the middle of the C Pod and the wall between the B & C pod. There also is a leak in a light fixture up stairs between C & D pods. It was reported of water leaking in M3 & M4 cell light fixtures during a heavy rain.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT II

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

CONSENT ITEM - District 1, 2 & 3: Authorizing the Intergovernmental Agreement (IGA) between the Navajo Nation & Apache County for Partnership Agreement for Districts 1, 2 & 3 for temporary services and other assistance.

Date & Time Needed: Tuesday, November 20, 2018

Review Routing: //legal//Finance//Purchasing//Human Resource//Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

// Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board

JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

TRAVIS SIMSHAUSER
VICE CHAIR OF THE BOARD
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P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



Ryan Patterson, MANAGER-CLERK
ST. JOHNS, AZ 85936

**A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
NAVAJO NATION & APACHE COUNTY FOR PARTNERSHIP AGREEMENT FOR DISTRICTS 1, 2
AND 3 FOR TEMPORARY SERVICES AND OTHER ASSISTANCE
2018-___**

Whereas, the Apache County Board of Supervisors, acting under its authority is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

Whereas, the Navajo Nation and the Apache County have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

Whereas, the Navajo Nation Fuel Excise Tax (FET) funding is used for improvement projects such as parking lots, school bus routes, drainage crossings, access roads, road maintenance, grading, graveling, archaeological surveys, testing, mitigation, drainage studies, construction services, threatened and endangered species, airport maintenance, designs, plans specifications, bidding and contract services; and

Whereas, the Navajo Nation is allocating funds from FET funding to Apache County for District 1, District 2 and District 3 for temporary services and other assistance pursuant to the Navajo Nation Partnership Agreement and Chapters within Apache County. The funds will be allocated as defined in the Temporary Services Expenditure Policy approved by the Board of Supervisors; and

IT IS THEREFORE RESOLVED that Apache County authorizes the Intergovernmental Agreement between Navajo Nation and Apache County with FET funding pursuant to partnership agreement for District 1, 2 and 3 for temporary services and other assistance. The funds will be allocated as defined in the Temporary Services Expenditure Policy approved by the Board of Supervisors.

Approved this 20th day of November, 2018.

Alton Joe Shepherd, Chairman of the Board

Attest:

Ryan Patterson
Clerk of the Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

**AMENDMENT E
(PARTNERSHIP FUNDING)**

Authority:

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY"). The NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit.

Scope Of Work:

Consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete Temporary Services and Other Assistance, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in Temporary Services and Other Assistance activity for projects which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions.

Purpose:

The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the projects; providing project planning assistance to the Nation and the Chapters in connection with the projects; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for projects which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the projects, including but not limited to permitting, shall be the responsibility of the NATION.

Funding:

The NATION has set aside funds as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the projects in connection with the projects. For each additional project, the funding source for such project shall be set forth in the IGA for that projects.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

APACHE COUNTY

Russell Begaye, President
Office of the President

Alton Joe Shepherd, Chairman
Board of Supervisor

Date

Date

ATTEST:

Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.

Michael B. Whiting, County Attorney

Date