

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

**Tom M. White, Jr.**  
Chairman, District II

**Barry Weller**  
Vice Chairman, District III

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY BOARD OF SUPERVISORS, APACHE COUNTY PUBLIC  
HEALTH SERVICES DISTRICT, THE APACHE COUNTY LIBRARY DISTRICT  
AND THE APACHE COUNTY JAIL DISTRICT**

**September 17, 2013**

**Board of Supervisors' Hearing Room, First Floor**

**75 West Cleveland Street**

**St. Johns, Arizona**

**8:30 a.m. MST**

Invocation by Invitation.

Pledge of Allegiance.

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

**September 17, 2013**

1. Discussion and possible approval of the Apache County Public Health Services District policy for establishing fees for immunizations.
2. Discussion and possible approval to reclassify Stephanie Hannah, Administrative Assistant I (range 22) from part time to full time (24 hours per week) with benefits, effective September 8, 2013. This reclassification was budgeted for in this fiscal year.
3. Discussion and possible approval of reduction of work hours for Kimberly Penrod, Executive Assistant from 40 hours to 32 hours per week, effective September 8, 2013.
4. Discussion and possible approval to reclassify Elizabeth Castillo from an Administrative Assistant, (range 22) to an Executive Assistant (range 33) effective September 8, 2013.
5. Discussion and possible approval to convert the currently vacant Program Coordinator I position (range 26) to a Program Coordinator II (range 31) and fill the vacancy. This is a grant funded position.

6. Discussion and possible approval of Intergovernmental Agreement ADHS12-007883 Emergency Preparedness Program Amendment #5 that replaces the Price Sheet and Attachment A.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING  
September 17, 2013**

1. Discussion and possible approval of community representatives, proposed budget, and strategic planning process for the Sanders Public Library.
2. Discussion and possible approval to accept the donation of an Automatic Electronic Defibrillator unit valued at \$1,239 for the Alpine Public Library from the Alpine Area Library Friends Group.
3. Discussion and possible approval to remove Carmen Oakes from probation with the 2.5% end of probation increase, effective August 25, 2013.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY JAIL DISTRICT  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING  
September 17, 2013**

1. Discussion and possible approval of a request to increase the salary of Cheryl Stradling, Dispatch Supervisor, from 43,380.66 to \$46,380.66 per year. This request is made due to Mrs. Stradling taking on the duties of her new Dispatch Supervisor position and continuing to perform her duties from her previous position as Administrative Coordinator in the Jail. Mrs. Stradling' Administrative Coordinator position will remain vacant which will allow for a savings to the Jail District of \$60,000.00 per year.
2. Discussion and possible approval of an Intergovernmental Agreement with the White Mountain Apache Tribe to house their inmates.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE APACHE  
COUNTY BOARD OF SUPERVISORS  
September 17, 2013**

1. 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.

2. 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, County Manager or member of the public objects at the time the agenda item is called.

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

- \*A. Request approval of minutes dated August 27, 2013 and September 3, 2013.
- \*B. Request approval of demands dated September 3, 2013 to September 17, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

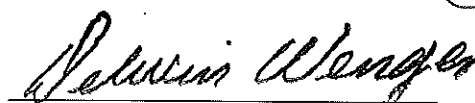
**Personnel Items:**

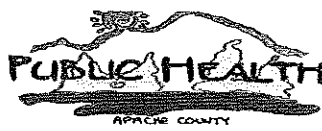
- \*C. District III, St. Johns, Road Yard: Request approval to remove Bonifacio Morales from probationary status, with the 2.5% end of probation increase, effective August 26, 2013.
3. Election Department: Discussion and possible approval to increase the Vernon Fire District Board from a 3 member Board to a 5 member Board
  4. Election Department: Discussion and possible approval to publish the Call of Election for the Vernon Fire District. The Special Election is scheduled for March 11, 2014.
  5. Election Department: Discussion and possible appointment of all tally Board workers, replacements centers and drop boxes for the upcoming March 11, 2014 Special "All Mail" Election.
  6. Probation Services: Discussion and possible authorization to reduce the vacant Field Supervisor position, range 45 (\$38,530) to a Probation Officer III range 44 (37,590) which will result in a savings of \$940 and upgrade a vacant Probation Officer II position range 42 (\$35,778) to a Probation Officer III, range 44 (\$37,590) which will result in an increase of \$1,812. Both positions are paid from state grants and will result in no increase to the general fund.
  7. Malena Bazarro, Grant Manager: Discussion and possible approval to enter into an Agreement with Northern Arizona Council Of Governments (NACOG) for an Environmental Assessment of the Eagar Rodeo Grounds, as necessary to apply for Department of Housing Community Development Block Grant funding. Cost not to exceed \$5,000.
  8. County Manager: Discussion and possible approval of a lease agreement with American Tower to place a tower near Lyman Lake.

9. Sheriff's Office: Discussion and possible acceptance of Emergency Management Performance Grant for FY2014 in the amount of \$125,185. This grant funds salary, operating expenses, travel, vehicle, computers and radios for the Emergency Management program. Matching funds are provided by \$40,000 from the general fund and the remainder from the Sheriff's Office and is an ongoing grant.
10. Engineering Department: Discussion and possible approval to enter into an Intergovernmental Agreement with Tucson Electric Power for the purpose of repairing County Road 4162. This item was tabled from a previous meeting.
11. Engineering Department: Discussion and possible approval of extending the current Memorandum of Understanding between Apache County and the Navajo Nation Department of Transportation for a cooperative work agreement.
12. County Manager: Discussion and possible approval of a proclamation recognizing September 17, 2013 as Constitution Day.
13. County Manager: Discussion and possible approval to extend the Declaration of Emergency due to the continued rain and resulting mud conditions to October 15, 2013.
14. County Manager: Notification of the Small Counties Forum meeting on September 18, 2013 at 6:00 p.m. at the County Supervisors Association (CSA) Conference Room, 1905 W. Washington Street, Phoenix Arizona and the County Supervisors Association meeting on September 19, 2013 at 10:00 a.m. at the CSA Office, 1905 W. Washington Street, Phoenix, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance.
15. Presentation by Jack Husted, Consultant for the White Mountain Regional Transportation Committee.
16. Presentation by Craig Sullivan Executive Director of the County Supervisors Association regarding activities of the County Supervisors Association including the recent legislative session.

*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: 9/16/13 at 3:00 a.m. (p.m.) by AB

  
Delwin Wengert, Clerk of the Board



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **09/09/13**

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

ACPHSD requests discussion and possible approval of Apache County Public Health Services District's policy for establishing fees for immunizations.

Date & Time Needed: \_\_\_\_\_

=====PRE-AGENDA ITEM REVIEW=====

Review Routing:  Legal  Finance  Purchasing  Human Resources  Other

**Legal Review:**

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

**Finance Review:**

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**Purchasing Review:**

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**Human Resources Review:**

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**Health Department Director:**

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

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: \_\_\_\_\_

=====BOARD ACTION TAKEN=====

Approved  Disapproved  Deleted  Continued To: \_\_\_\_\_

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

## Chris Sexton

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**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Monday, September 09, 2013 10:50 AM  
**To:** Kimberly Penrod  
**Cc:** Chris Sexton  
**Subject:** RE: ACPHSD Policy on Setting Fees for Immunizations

No. As long as the change is just a reflection of the change of the cost of immunization. If the administrative fee (or whatever we are calling it) is changed, then yes, that would have to be published and approved.

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**From:** Kimberly Penrod [kpenrod@co.apache.az.us]  
**Sent:** Monday, September 09, 2013 10:06 AM  
**To:** Joe Young  
**Cc:** Chris Sexton  
**Subject:** FW: ACPHSD Policy on Setting Fees for Immunizations

Joe,

Will this have to be posted in the newspaper everytime it is changed?

Kimberly

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**From:** Chris Sexton  
**Sent:** Tuesday, September 03, 2013 11:23 AM  
**To:** Kimberly Penrod  
**Subject:** RE: ACPHSD Policy on Setting Fees for Immunizations

That is a good question for Joseph Young to answer. Please submit your question to Joseph Young.

Chris

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**From:** Kimberly Penrod  
**Sent:** Tuesday, September 03, 2013 11:13 AM  
**To:** Chris Sexton  
**Subject:** RE: ACPHSD Policy on Setting Fees for Immunizations

Will this have to be posted in the paper every time it is changed?

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**From:** Chris Sexton  
**Sent:** Thursday, August 29, 2013 2:14 PM  
**To:** Dianne Samarin ([dsamarin@co.apache.az.us](mailto:dsamarin@co.apache.az.us)); Kell Sine-Shields ([ksine@co.apache.az.us](mailto:ksine@co.apache.az.us)); Kimberly Penrod ([kpenrod@co.apache.az.us](mailto:kpenrod@co.apache.az.us)); Carla Walker  
**Subject:** ACPHSD Policy on Setting Fees for Immunizations

Hi All,

Please review the P&P attached and let me know if you have any additions, corrections or deletions.

Joseph Young supports this approach to setting fees for vaccine services.

I would like to have this ready for the 9/17 agenda so please submit your comments as soon as possible.

## Chris Sexton

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**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Tuesday, August 27, 2013 6:34 PM  
**To:** Chris Sexton  
**Cc:** Dianne Samarin; Keli Sine-Shields; Kimberly Penrod  
**Subject:** RE: ACPHSD Policy on Setting Fees for Immunizations

I think this is a great approach and legal. I would only include an actual amount of administrative costs if possible. Thus, the fee would be cost of vaccine plus that amount.

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**From:** Chris Sexton [csexton@co.apache.az.us]  
**Sent:** Monday, August 26, 2013 2:35 PM  
**To:** Joe Young  
**Cc:** [dsamarin@co.apache.az.us](mailto:dsamarin@co.apache.az.us); [ksine@co.apache.az.us](mailto:ksine@co.apache.az.us); [kpenrod@co.apache.az.us](mailto:kpenrod@co.apache.az.us)  
**Subject:** ACPHSD Policy on Setting Fees for Immunizations

Hi Joseph,

I would like to present this item to the Board of Supervisors for their approval. The intent is for the ACPHSD to be able to set immunization fees in a timely manner. Cost of vaccine varies from the time we order to the next time the vaccine is purchased. If the ACPHSD needs to approach the BOS to change the fee for an immunization each time it is ordered, there would be several changes during the fiscal year and our charges would not be timely.

If you can recommend an alternate approach to this issue we would be most appreciative.

Thank you for your assistance,  
Chris

# APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

## Policy

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Title: Immunization Fee Policy

Page 1 of 1

Scope: Clinical Services

Effective: Sept. 17, 2013

Source: Public Health Director

Revised:

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### Policy:

Apache County Public Health Services District purchases vaccines for children and adults at the best price available. The cost of a vaccine may change dramatically, either increasing or decreasing, from the time the vaccine is ordered to the next time the same vaccine is ordered.

To assist in recovering the cost of the immunization service, the Apache County Public Health Services District will charge the client or the client's insurance the cost of the vaccine plus a \$25.00 administration fee. Vaccines provided for Vaccines for Children or Vaccines for Adults will not be charged to client, only the administration fee will be billed to the client's insurance.

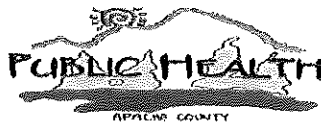
### Procedure:

1. Charge for the vaccine will change when the new vaccine order arrives at the Apache County Public Health Services District Springerville Office.
2. The Program Coordinator responsible for ordering vaccines will update the fee schedule within two (2) working days after receiving the new vaccine to reflect the change in vaccine price plus the \$25.00 administrative fee.
3. The Program Coordinator responsible for ordering vaccines will update the Department of Health Services Outpatient Treatment Center Rates and Charges Reporting Form and transmit it to Arizona Department of Health Services Division of Licensing within five (5) working days after the changes to the fee schedule.
4. Before implementing a new administrative fee, the Health Director will present the new fee to the Apache County Public Health Services District's Board of Directors for approval. Upon approval the new administrative fee will be implemented.
5. The Program Coordinator responsible for ordering vaccines will update the fee schedule within two (2) working days after approval to show the change in the administrative fee and update the Department of Health Services Outpatient Treatment Center Rates and Charges Reporting Form and send it to the Arizona Department of Health Services Division of Licensing Services within five (5) working days after approval.

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Sept. 17, 2013

Tom White, Jr., Chairman Board of Directors, Apache County Public Health Services District



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/29/30**

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

**ACPHSD requests discussion and possible approval to reclassify Stephanie Hannah, Administrative Assistant I (range 22) from part-time status to full-time status with benefits (24 hours per week) effective 09/08/13. This reclassification was budgeted for in this fiscal year.**

Date & Time Needed: \_\_\_\_\_

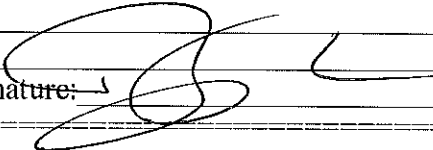
=====PRE-AGENDA ITEM REVIEW=====

Review Routing:    Legal  Finance     Purchasing     Human Resources     Other

**Legal Review:**

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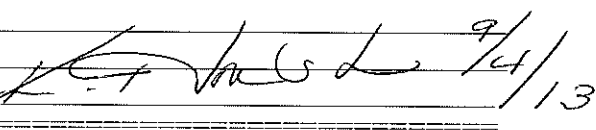
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**Purchasing Review:**

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**Human Resources Review:**

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**Health Department Director:**

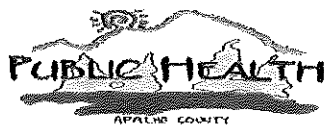
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Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: \_\_\_\_\_

=====BOARD ACTION TAKEN=====

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Signature Clerk of the Board



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/29/30**

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

**ACPHSD requests discussion and possible approval of reduction of work hours for Kimberly Penrod, Executive Assistant from 40 hours a week to 32 hours a week effective 09/08/13.**

Date & Time Needed: \_\_\_\_\_

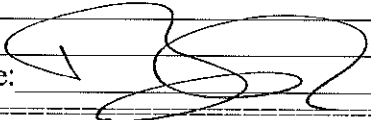
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**Legal Review:**

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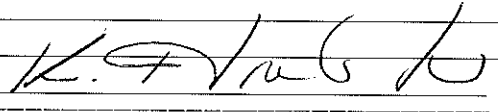
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**Human Resources Review:**

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**Health Department Director:**

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Signature Clerk of the Board



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/29/30**

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

**ACPHSD requests discussion and possible approval to reclassify Elizabeth Castillo from an Administrative Assistant I (range 22) to an Executive Assistant (range 33) effective 09/08/13.**

Date & Time Needed: \_\_\_\_\_

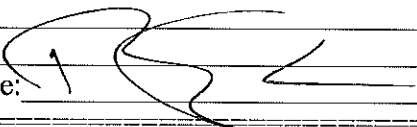
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Review Routing:    Legal  Finance     Purchasing     Human Resources     Other

**Legal Review:**

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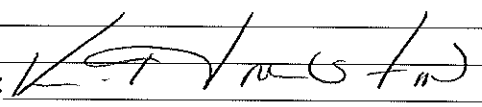
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**Human Resources Review:**

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**Health Department Director:**

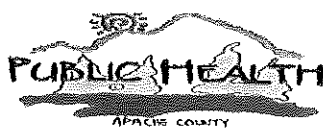
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**Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials:** \_\_\_\_\_

-----BOARD ACTION TAKEN-----

Approved     Disapproved     Deleted     Continued To: \_\_\_\_\_

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Signature Clerk of the Board



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/29/30**

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

**ACPHSD requests discussion and possible approval to convert the vacant full-time Program Coordinator I position (range 26) to a full-time Program Coordinator II (range 31) in the Public Health Promotion Division and place Rochelle Hubbell in this position effective 09/08/13. This position is totally grant funded from the Health Start Grant.**

Date & Time Needed: \_\_\_\_\_

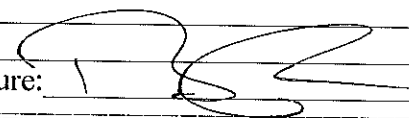
=====PRE-AGENDA ITEM REVIEW=====

Review Routing:    Legal  Finance  Purchasing  **X** Human Resources  Other

**Legal Review:**

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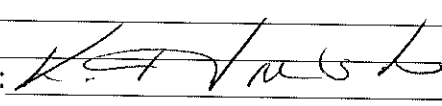
**Finance Review:**

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**Human Resources Review:**

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Signature:  9/4/13

**Health Department Director:**

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**Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials:** \_\_\_\_\_

=====BOARD ACTION TAKEN=====

Approved     Disapproved     Deleted     Continued To: \_\_\_\_\_

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Signature Clerk of the Board

## Chris Sexton

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**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Tuesday, August 27, 2013 6:39 PM  
**To:** Kimberly Penrod  
**Cc:** Chris Sexton  
**Subject:** RE: Emailing: ADHS12-007883 A5

I am ok with the changes to the document. It does require that we be familiar though with the requirements of HIPAA, so to the extent we do not currently have training for stuff on HIPAA, we should start.

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**From:** Kimberly Penrod [kpenrod@co.apache.az.us]  
**Sent:** Monday, August 26, 2013 7:51 AM  
**To:** Joe Young  
**Cc:** Chris Sexton  
**Subject:** Emailing: ADHS12-007883 A5

<<ADHS12-007883 A5.pdf>> Joe,

Please review.

Thx,

Kimberly Penrod

Your message is ready to be sent with the following file or link attachments:

ADHS12-007883 A5

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: 08/26/13

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

ACPHSD requests discussion and possible approval of IGA ADHS12-007883 Emergency Preparedness Program Amendment #5 that replaces the Price Sheet and Attachment A.

Date & Time Needed: \_\_\_\_\_

=====PRE-AGENDA ITEM REVIEW=====

Review Routing:  Legal  Finance  Purchasing  Human Resources  Other

**Legal Review:**

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**Finance Review:**

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**Purchasing Review:**

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**Human Resources Review:**

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**Health Department Director:**

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Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: \_\_\_\_\_

=====BOARD ACTION TAKEN=====

Approved  Disapproved  Deleted  Continued To: \_\_\_\_\_

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Signature Clerk of the Board



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007883**

Amendment No. **5**

**Sr. Procurement Specialist  
Gabriel Vigil**

**Emergency Preparedness Program**

**It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:**

1. Effective July 1, 2013, replace Price Sheet, Page Two (2), of Amendment Four (4), with Price Sheet, Amendment Five (5). The Total Price Sheet is \$183,498.80.
2. Effective July 1, 2013, Replace Attachment A, Amendment Four (4), Pages Three (3) through Fifteen (15), with Attachment A, Pages Four (4) through Twenty Four (24), of this Amendment Five (5).

**All other provisions of this agreement remain unchanged.**

<b>Apache County Health District</b> Contractor Name  <b>PO Box 697</b> Address  <b>St. Johns AZ 85936</b> City State Zip		<b>CONTRACTOR SIGNATURE</b>	
		Contractor Authorized Signature  Printed Name  Title	
<b>CONTRACTOR ATTORNEY SIGNATURE</b> Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona  Signed this _____ day of _____ 20____	
Signature _____ Date _____  Printed Name _____		Procurement Officer _____	
Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		<b>RESERVED FOR USE BY THE SECRETARY OF STATE</b>  <b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>	
Signature _____ Date _____ Assistant Attorney General  Printed Name: _____			



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007883**

Amendment No. **5**

Sr. Procurement Specialist  
**Gabriel Vigil**

**Emergency Preparedness Program**

- 3. Delete in its entirety, Terms and conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and replace with the following:

**Health Insurance Portability and Accountability Act of 1996**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

- 4. Delete in its entirety, Terms and Conditions, Provision Four (4), Contract Administration and Operation, Section 4.13, Scrutinized Businesses.



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
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**PRICE SHEET**

Fixed Price

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$183,498.80	\$183,498.80
<b>Total</b>			<b>\$183,498.80</b>

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Arizona Department of Health Services  
Bureau of Public Health Emergency Preparedness  
PHEP Cooperative Agreement Grant

# Public Health Emergency Preparedness Deliverables

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BP2  
Budget Year 2013-2014



## REGIONS

CENTRAL NORTHERN

SOUTHEASTERN

WESTERN

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**1. PROGRAM REQUIREMENTS:**

1.1 Arizona follows the established Emergency Medical Services boundaries to identify regions. The four identified regions are Northern, Central, Southeastern, and Western Regions. See Appendix 3 for reference.

1.1.1 Central Region PHEP partners include: Gila County, Maricopa County, Pinal County, and Gila River Indian Community.

1.1.2 Northern Region PHEP partners include: Apache County, Coconino County, Navajo County, Yavapai County, Hopi Tribe, Navajo Nation, and White Mountain Apache Tribe.

1.1.3 Southeastern Region PHEP partners include: Cochise County, Graham County, Greenlee County, Pima County, Santa Cruz County, Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O’Odham Nation.

1.1.4 Western Region PHEP partners include: La Paz County, Mohave County, Yuma County, Cocopah Tribe, Colorado River Indian Tribes, Fort Mohave Indian Tribe, Kaibab – Paiute Tribe, and Quechan Tribe.

**1.2 Partnership/Coalition Meetings (*Central, Northern, Southeastern, and Western Regions*)**

The designated Public Health Emergency Coordinator or representative will attend ADHS Healthcare Coalition meetings within their region. These meetings will provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

**1.3 Reporting**

Progress on these deliverables, performance measures, and activities conducted with funds from this grant will be reported in a timely manner for the Mid-Year and end of year report. These documents will be submitted to ADHS.

**1.4 Financial Requirements**

**1.4.1 Performance**

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

**1.4.2 Match Requirement**

The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

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**1.4.3 Inventory**

Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above \$5000). Inventory list will be provided to ADHS.

**1.4.4 Budget Spend Plan**

Budget spend plans will be completed and submitted to ADHS after contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released.

**1.4.5 Grant Activity Oversight**

Maintain a full-time, part-time, or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities. Preparedness coordinator to have responsibility for oversight of all grant related activities. Cooperate and coordinate with ADHS in completing on- site visits pursuant to, and in compliance with Standard Operating Procedures for Sub-Recipient Monitoring.

**1.4.6 Employee Certifications**

PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms must be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42

**1.4.7 Activities and Purchases**

Activities conducted under and purchases made with this award will be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 2 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this will be on a case by case basis and conducted by ADHS.

**1.5 Exercises**

**1.5.1** Participate in the 2013-2014 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than September 6, 2013.

**1.5.2** Support and participate in at least one ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2014.

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**1.6 Corrective Actions**

Track and manage corrective actions identified in responses and exercises. Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone, DSNS drill an executive summary and an IP must be provided to the ADHS SNS Coordinator.

**1.7 Emergency Notification System**

Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This should include contact information for the primary, secondary, and tertiary individual for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, non-emergency position title, office telephone number, mobile telephone number, home telephone number, and email address loaded into ADHS Health Service Portal by September 30.

**2. CAPABILITIES:**

**2.1 Capability 1: Community Preparedness**

**Definition:** Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:

- 2.1.1 Support the development of public health, medical and mental/behavioral health systems that support recovery
- 2.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents
- 2.1.3 Promote awareness of and access to medical and mental/behavioral health 2 resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals
- 2.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community
- 2.1.5 Identify those populations that may be at higher risk for adverse health outcomes
- 2.1.6 Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)

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**2.1.7 Budget Period Short Term Goal:**

2.1.7.1 Goal 1. The State in collaboration with emergency management and homeland security will disseminate the Jurisdictional risk assessment for evaluation and analysis regarding risks to the public health. Local and Tribal health will develop a regional approach to address planning gaps.

2.1.7.2 Goal 2. Review written plans to ensure that they include a policy and process to participate in existing (e.g., led by emergency management) or new partnerships representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings.

**2.2 Capability 2: Community Recovery**

2.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

2.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

**2.2.3 Budget Period Short Term Goal:**

Goal 1: Establish a statewide baseline for post-incident recovery and make recommendations for systemic improvement for the state of Arizona PHEP stakeholders by developing an assessment tool in order to evaluate healthcare system recovery, behavioral health care, and human services recovery needs, along with resource availability.

**2.3 Capability 3: Emergency Operations Coordination**

2.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

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**2.3.2 Budget Period Short Term Goal:**

2.3.2.1 **Goal 1:** ADHS will acquire situational awareness information in order to determine if and to what extent Health Emergency Operations Center (HEOC) activation is necessary in order to provide a statewide public health common operating picture. This short-term goal will demonstrate the ability of the HEOC to collect the essential elements of information from the Local Health Departments.

2.3.2.2 **Goal 2:** WebEOC access and the application will be extended to the 15 local Health Departments and any Tribes who request access to the application. This short-term goal will be measured by the execution of the WebEOC application with statewide partners.

2.3.2.3 **Goal 3:** Sustain the Health Emergency Operating Center (HEOC) functionality by ensuring competency in staff assembly times, training, and job specific functions.

**2.4 Capability 4: Emergency Public Information and Warning**

2.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

**2.4.2 Budget Period Short Term Goal:**

2.4.2.1 **Goal 1:** Leverage existing technologies to communicate with and inform the response partners and the general public during operational exercises, on-going drills, and responses. This short term goal will be measured and tracked through the documentation of drills and through the qualitative and quantitative evaluation of exercises and responses in After Action Reports and Improvement Plans (AAR/IPs).

2.4.2.2 **Goal 2:** Sustain the ability of state, local, and healthcare facility public information officers to coordinate, develop, and disseminate public information through the conducting of and evaluation of at least one operational exercise. The ability of public information officers to determine the need for public information systems establish and participate in information systems, and establish avenues for public interaction and exchange will be quantitatively and qualitatively evaluated in the context of an AAR/IP.

**2.5 Capability 5: Fatality Management**

2.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders and survivors of an incident.

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**2.5.2 Budget Period Short Term Goal:**

- 2.5.2.1 **Goal 1.** Identify specific roles and support functions between Arizona Department of Health, county Public Health, law enforcement, medical examiners, and private sector partners during a Fatality Management response.
- 2.5.2.2 **Goal 2.** Coordinate between internal and external partners to facilitate access to resources when demand on local jurisdiction exceeds capacity to support fatalities from an incident. Ensure resource request are in accordance with public health jurisdictional standards and practices and as requested by lead jurisdictional authority. This will result in the development and implementation of resource request process.
- 2.5.2.3 **Goal 3.** Survey county and tribal partners to identify training in support of Fatality Management operations to include: mental/behavioral health services, death notification, relief to families, and spiritual care. Utilization of a survey prior to and post training will measure increased knowledge.

**2.6 Capability 6: Information Sharing**

- 2.6.1 **Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.
- 2.6.2 **Maintain or Have Access to a Notification System**  
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners.
- 2.6.3 **Provide Emergency Notification System Contact Information and Participate in Bimonthly Communications Drills.**  
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in Bimonthly Communication Drills. Drill results will be provided to ADHS after each drill.
- 2.6.4 **Budget Period Short Term Goal:**
  - 2.6.4.1 **Goal 1.** Conduct multi-jurisdictional and multi-disciplinary exchange of health related information and situational awareness with all County and Tribal and local ESF-8 partners statewide. This short-term goal will be measured by 8% increased membership to the interoperable communication systems such as the Health Alert Network.
  - 2.6.4.2 **Goal 2.** Disseminate accurate and appropriate information to the County and Tribal and local ESF-8 partners statewide. This goal will be measured by the development of an information generation/sharing protocol.

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## 2.7 Capability 7: Mass Care

2.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

### 2.7.2 Budget Period Short Term Goal:

2.7.2.1 **Goal 1.** Determine the jurisdictional public health roles and responsibilities in conjunction with Emergency Support Function 6, 8, and 11 partners. . Consolidation of information will result in the completion of a statewide plan that will support Mass care operations.

2.7.2.2 **Goal 2.** In conjunction with state and local partners, including emergency management and Red Cross collaborate to identify a tool for health screening of individuals during shelter operations. Some elements of the tool may be, immediate medical needs, mental health needs, sensory impairment or other disability, medication use, need for assistance with activities of daily living, and substance abuse. The outcome will be a recommendation to the Emergency Preparedness Task Force for inclusion in a standard operating procedure for the intake process during shelter operations and the clarification of the request process for needed supplies in support of shelter operations for access and functional needs..

## 2.8 Capability 8: Medical Countermeasure Dispensing

2.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

### 2.8.2 Budget Period Short Term Goal:

2.8.2.1 **Goal 1.** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for the rapid dispensing of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.8.2.2 **Goal 2.** Coordination between SNS Coordinator and epidemiological staff will streamline the incorporation of investigation data into the SNS request process.

2.8.2.2.1 **Develop or Update Medical Countermeasure Dispensing Plans**  
Written plans should include: standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request, receive, distribute,

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dispense, and manage medical countermeasures within 48 hours of request. Planning should include all memoranda of understandings or other letters of agreement with state/local/tribal partners; and written agreements (e.g., memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement) to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities. Update/ revise SNS Plans based upon training improvements, quarterly meeting notes, identified threats and regional risk assessments, partner involvement and post plans onto ADHS Health Service Portal.

**2.9 Capability 9: Medical Materiel Management & Distribution**

**2.9.1 Definition:** Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

**2.9.2 Budget Period Short Term Goal:**

**2.9.2.1 Goal 1:** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for Medical Materiel Management and Distribution of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

**2.9.2.2 Goal 2:** Collaborate with the Arizona Board of Pharmacy (AZBP) to develop a query protocol of pharmacies during a public health emergency. The protocol will support ADHS in determining the current standard inventory of medical countermeasures and will allow for streamlined request of medical countermeasures. By the end of BP2, the protocol will be an annex to ADHS SNS Plan.

Participate in Inventory Management System quarterly drills in support of medical material management and distribution of medical countermeasures.

**2.9.3 Drill Requirement**

Each County will conduct at least two different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January 10, 2014 and April 25, 2014 respectively.

**2.9.3.1 Staff notification, acknowledgement and assembly**

**2.9.3.2 Site activation: notification, acknowledgement and assembly**

**2.9.3.3 Facility Setup**

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2.9.3.4 Pick List Generation

2.9.3.5 Dispensing Throughput

**2.9.4 Cities Readiness Initiative (CRI) Drill Requirement**

Each CRI will conduct at least three different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January, 10, 2014, and April 25, 2014 respectively.

2.9.4.1 Staff notification, acknowledgement and assembly

2.9.4.2 Site activation: notification, acknowledgement and assembly

2.9.4.3 Facility Setup

2.9.4.4 Pick List Generation

2.9.4.5 Dispensing Throughput

2.9.4.6 Public Health Decision Making Tool

**2.10 Capability 10: Medical Surge**

2.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

**2.10.2 Budget Period Short Term Goal:**

2.10.2.1 **Goal 1.** Coordinate jurisdiction's healthcare response through the collection and analysis of health data to define the needs of the incident and available healthcare staffing and resources. This will be measured by the results of monthly communication drills, and expansion of data being requested during Medical Surge exercises/operations.

2.10.2.2 **Goal 2.** As part of the regional Health Care Coalitions, help define public health role and the processes to obtain information relating to situational awareness in support of medical surge operations. This process will be tested in exercises during BP2.

**2.11 Capability 11: Non-Pharmaceutical Interventions**

2.11.1 **Definition:** Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

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2.11.1.1 Isolation and quarantine

2.11.1.2 Restrictions on movement and travel advisory/warnings

2.11.1.3 Social distancing

2.11.1.4 External decontamination

2.11.1.5 Hygiene

2.11.1.6 Precautionary protective behaviors

**2.11.2 Budget Period Short Term Goal:**

2.11.2.1 **Goal 1.** Maintain and enhance existing plans to address NPIs for multiple incidents. Communication plans will be updated and/or maintained to share intervention activities with partners and the public. Plans will also include processes to address vulnerable populations as well as procedures to enable the scalable implementation of the intervention

**2.12 Capability 13: Public Health Surveillance and Epidemiological Investigation**

2.12.1 **Definition:** Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners should maintain the capacity for surveillance, investigation, and control of infectious diseases and public health incidents. Partners should work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information should meet applicable patient privacy-related laws and standards, including state or territorial laws. These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans should include processes and protocols to gather and analyze data from reportable condition surveillance (i.e., conditions for which jurisdictional law mandates name-based case reporting to public health agencies). Jurisdictions should plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

**2.12.2 Participate in State Testing of the Communicable Disease On-call System**

Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests.

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- 2.12.3 Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually**  
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings. Arizona utilizes MEDSIS to conduct reportable disease surveillance.
- 2.12.4 Conduct Outreach to Delayed Reporters**  
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting.
- 2.12.5 Participate in Epidemiology Trainings and Exercises**  
Jurisdictions shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least 10 out of 12), "How to" Presentations (at least 80%) and the Arizona Infectious Disease Training and Exercise. Attendance will be monitored by ADHS for use in grant reporting.
- 2.12.6 Conduct Investigations of Reported Urgent Diseases and Public Health Incidents**  
Investigation actions should include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation.
- 2.12.7 Report All Identified Outbreaks Within 24 Hours**  
Jurisdictions shall Report all of identified outbreaks to ADHS within 24 hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum, include the information identified in Appendix 1.
- 2.12.8 Submit Outbreak Summaries to ADHS**  
Outbreak summaries must be submitted to ADHS within 30 days of outbreak closure for all outbreaks investigated.
- 2.12.9 Initiate Control Measures within the Appropriate Timeframe**  
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 for details related to control measure initiation and selected diseases.
- 2.12.10 Develop a plan to address and/or identify non-reporters**  
Local jurisdictions shall develop a brief plan to identify non-reporters and provide outreach to these reporters. (i.e., review all healthcare facilities in the jurisdiction and cross-check with cases reported in MEDSIS to identify non-reporters.)
- 2.12.11 Complete monthly performance measure report form**  
Jurisdictions shall complete the monthly PHEP performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting and monitoring outbreaks in

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the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting.

**2.12.12 Budget Period Short Term Goal:**

2.12.12.1 **Goal 1.** Maintain and enhance public health informatics infrastructure, including the state- wide electronic disease reporting system (MEDSIS), electronic laboratory reporting and syndromic surveillance systems to allow state and local-level epidemiologists to better collect data, track health events and analyze disease trends. This goal will be measured by the number of reports generated using the various surveillance systems, the integration of a new outbreak module into MEDSIS and the increase in the number of laboratories reporting electronically to ADHS.

2.12.12.2 **Goal 2.** Create and maintain protocols for investigation and communication and provide monthly trainings to improve the ability of health departments in Arizona to identify outbreaks and determine the source of infection or exposure. Goal measured by the number of trainings held throughout the grant period, the number of investigations initiated and by the percent of epidemiologists meeting CSTE Epidemiology Tier 1 core competencies.

**2.13 Capability 14: Responder Safety and Health**

2.13.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

**2.13.2 Budget Period Short Term Goal:**

2.13.2.1 **Goal:** Conduct gap assessment to determine the percent of healthcare coalitions that have systems and processes in place to preserve healthcare system functions to protect the coalition member employees (including non-healthcare).

**2.14 Capability 15: Volunteer Management**

2.14.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

**2.14.2 Budget Period Short Term Goal:**

2.14.2.1 **Goal:** Enhance the Volunteer Response Program for the members of the Healthcare Coalitions and volunteer organizations by developing updated plans, guidelines, forms and training as well as promote the utilization of the State Volunteer Management System (ESAR-VHP) at the local level to increase the credentialed volunteer database by 8%. The outcome will be measured by

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increased revised/updated plans, new standard operating procedures, and forms for healthcare coalitions, ESF 8 partners, and local volunteer organizations for volunteer management and increased utilization of the AZ ESAR-VHP database for all volunteer organizations in Arizona.

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**Table 1- Deliverables "At a Glance"**

PROGRAM REQUIREMENTS APPLICABLE TO ALL PARTNERS	
1	<b>Partnership/Coalition Meetings Attendance:</b> Designated PHEP Coordinator or representative will attend meetings within their region
2	<b>Reporting:</b> Mid-Year and End of Year Reports
3	<b>Financial Requirements:</b> Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Activities and Purchases
4	<b>Exercises:</b> Participate in the 2013-2014 ADHS Training and Exercise Plan Workshop, Provide ADHS agency specific HSEEP TEP no later than September 6, 2013
5	<b>Exercises:</b> Conduct and Participate in at least one ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health.
6	<b>Exercises:</b> Submit at Least One After Action Report from HSEEP Compliant Exercise or Real Event to ADHS by June 10, 2014
7	<b>Corrective Actions:</b> Develop and maintain Tracking Tool for AAR/IPs
GOALS/OBJECTIVES	
1	<b>Community Preparedness:</b> Local and Tribal health will develop a regional approach to address planning gaps identified
	<b>Community Preparedness:</b> Review/update written plans to ensure they include policy and process to participate in partnerships representing at least the 11 identified community sectors
2	<b>Community Recovery:</b> Evaluate healthcare system, behavioral health care and human services recovery needs, along with resource availability.
3	<b>Emergency Operations Coordination:</b> Local Health Departments gain access to WebEOC for their identified key staff
4	<b>Emergency Public Information:</b> Conduct regularly scheduled, ongoing communications drills with ADHS to ensure equipment and staff are ready for real-world responses
5	<b>Fatality Management:</b> Identify specific roles and functions during a Fatality Management response
6	<b>Information Sharing:</b> Provide Emergency Notification System Contact Information and Participate in System Tests
7	<b>Mass Care:</b> Identify Local Health roles and responsibilities to provide health services, and shelter services during a mass care incident

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007883	

8	<b>Medical Countermeasure Dispensing:</b> Meet with ADHS SNS Coordinator quarterly to review Medical Countermeasure Dispensing Plans for the alignment of State and Local deployment of medical countermeasures
	<b>Medical Countermeasure Dispensing Drills Non-CRI:</b> Each County conduct at least two different SNS drills provide ADHS the target metrics by January 10, 2014 and April 25, 2014
	<b>Medical Countermeasure Dispensing CRI:</b> Cities Readiness Initiative (CRI) Drill requirement, Each County conduct at least three different SNS drills provide ADHS the target metrics by January 10, 2014 and April 25, 2014
9	<b>Medical Materiel Management &amp; Distribution:</b> Participate in ADHS quarterly inventory Management System drills
10	<b>Medical Surge:</b> Participate in ADHS monthly communication drills with healthcare system partners
10	<b>Medical Surge:</b> Assist Coalition in developing processes for obtaining coalition-level situational awareness
11	<b>Non-Pharmaceutical Interventions:</b> Review plans to ensure the address NPIs for multiple incidents, updated plans as required to share intervention activities with partners and the public
13	<b>Public Health Surveillance and Epidemiological Investigation:</b> Participate in State testing of the communicable disease on-call system- Counties Only
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Participate in at least 80% of the Epidemiological Surveillance and Capacity meetings
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Conduct investigations of reported urgent diseases and public health incidents.
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Report All Identified Outbreaks within 24 Hours (see Appendix 1)

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007883	

	<b>Public Health Surveillance and Epidemiological Investigation:</b> Submit Outbreak Summaries to ADHS (within 30 Days of Outbreak Closure for all Outbreaks Investigated)
	<b>Public Health Surveillance and Epidemiological Investigation - Mitigation Actions:</b> Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)
14	<b>Responder Safety and Health:</b> Complete a gap assessment survey to identify system and processes in place to preserve and maintain healthcare system functions and provide an inventory of Personal Protective Equipment.
15	<b>Volunteer Management:</b> Complete a volunteer needs assessment provided by ADHS which will include identification of situations that would necessitate the need for volunteers in healthcare organizations, estimations of the anticipated volunteers, resource needs, identification of the health professional roles and known liability issues.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007883	

**APPENDIX 1**

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

**Outbreak Reporting Table – July 1, 2013-June 30, 2014:**

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007883	

APPENDIX 2

1. Initiation of control measures can include:
  - 1.1 Initiation of an appropriate control measure
  - 1.2 A recommendation for initiation of a control measure
  - 1.3 A decision not to initiate or recommend a control measure
  - 1.4 Documented inability to initiate a control measure despite an effort to do so
2. Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

**Public Health Control Measures and Timeframes:**

Disease /agent	Example control measures	Initiation timeframe
<b>Botulism</b>	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within 24 hours of initial case identification
<b><i>E. coli</i> (STEC)</b>	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within 3 days of initial case identification
<b>Hepatitis A, Acute</b>	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within 1 week of initial case identification
<b>Measles</b>	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within 24 hours of initial case identification
<b>Meningococcal Disease</b>	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within 24 hours of initial case identification
<b>Tularemia</b>	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within 48 hours b) within 48 hours of initial case identification

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007883	Attachment A

APPENDIX 3

<b>CENTRAL REGION</b>
<b>County</b>
GILA
MARICOPA
PINAL
Tribal
GILA RIVER INDIAN COMMUNITY
<b>NORTHERN REGION</b>
<b>County</b>
APACHE
COCONINO
NAVAJO
YAVAPAI
Tribal
HOPI TRIBE
NAVAJO NATION
WHITE MOUNTIAN APACHE TRIBE
<b>SOUTHERN REGION</b>
<b>County</b>
COCHISE
GRAHAM
GREENLEE
PIMA
SANTA CRUZ
Tribal
PASCUA YAQUI TRIBE
SAN CARLOS APACHE TRIBE
TOHONO O'ODHAM NATION

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>  <b>Attachment A</b>
ADHS12-007883	

<b>WESTERN REGION</b>
<b>County</b>
<b>LA PAZ</b>
<b>MOHAVE</b>
<b>YUMA</b>
<b>Tribal</b>
<b>COCOPAH TRIBE</b>
<b>COLORADO RIVER INDIAN TRIBES</b>
<b>FORT MOJAVE INDIAN TRIBE</b>
<b>KAIBAB - PAIUTE TRIBE</b>
<b>QUECHAN TRIBE</b>



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: Apache County Library District

Date: 09/06/2013 Signature: Judith M. Pepple

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 community representatives, proposed budget, and Strategic Planning Process for the Sanders Public Library.**

Date & Time Needed: September 17, 2013

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

Legal Review: Sent to Joseph Young for 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

**PLANNING COMMITTEE  
SANDERS STRATEGIC PLANNING PROCESS**

ORGANIZATION/GROUP REPRESENTED	NAMES OF CONSTITUENTS
EDUCATION Board members, teachers, administration, parents	Karen Constance, VHS Counselor; Scottie Miller, SMS, Reading Interventionist; Anita Watchman
SANDERS CHAPTER HOUSE	Mrs. Margaret Bedonie
LUPTON HEAD START	Mary Begay
COLLEGE AGE STUDENT	Melissa Thomas
GOVERNMENT	Judge Jay Yellowhorse
LOCAL BUSINESS, PREFERRED SANDS	Mr. Ben Files
RELIGIOUS GROUPS	Paul Beasley, Pastoral association.
HEALTH DISTRICT	Mrs. Ardis Dennison
HIGH SCHOOL STUDENT BODY LEADERS	Student Body President
VETERAN/SENIOR CITIZENS CENTER	Dave Murray, Senior, Veteran, Retired Sheriff

**Strategic Planning Meetings Budget  
October 4, 2013 and November 1, 2013**

ITEM	PRICE	QUANTITY	TOTAL
<b>Food</b>			
<b>(October 4, 2013)</b>			
Assorted fruit tray with dip	\$ 12.88	2	\$ 25.76
Assorted doughnuts	\$ 4.75	2 dozen	\$ 9.50
Assorted sweet rolls	\$ 7.49	16	\$ 119.84
Bottled water 24/pk	\$ 2.48	1	\$ 2.48
Decafe coffee, 12 oz can	\$ 5.00	1	\$ 5.00
Coffee Creamer 22 oz	\$ 3.00	1	\$ 3.00
coffee stir sticks box /500	\$ 3.80	1	\$ 3.80
Sweet N Low box, 250 packets	\$ 3.80	1	\$ 3.80
Ice	\$ 1.00	4	\$ 4.00
Kis-Aani Catering, lunch 15, people	\$ 141.75	1	\$ 141.75
<b>(November 1, 2013)</b>			
Assorted Fruit tray with dip	\$ 12.88	2	\$ 25.76
tray of assorted cookies	\$ 7.89	2	\$ 15.78
Bottled water 24/pk	\$ 2.48	1	\$ 2.48
Ice	\$ 1.00	4	\$ 4.00
Kis-Aani Catering, lunch 15, people	\$ 141.75	1	\$ 141.75
<b>SUBTOTAL</b>			<b>\$ 508.70</b>
<b>Supplies</b>			
Dixie Paper Plates, 48 ct.	\$ 2.46	1	\$ 2.46
Styrofoam Coffee Cups, 8.5oz, 51 ct	\$ 0.98	1	\$ 0.98
Vanity Fair Napkins, 100ct	\$ 1.97	1	\$ 1.97
Assorted cutlery, 96 ct.	\$ 5.24	1	\$ 5.24
Color coding labels 3/4" diameter dots	\$ 6.49	1	\$ 6.49
Zebra Grip Retractable Ball Point pens 24 pk.	\$ 5.00	1	\$ 5.00
Name Lables pk. Of 100	\$ 3.29	1	\$ 3.29
2 reams copy paper	\$ 3.96	2	\$ 7.92
Standard white ruled 5"x*" tablets pk of twelve	\$ 7.29	1	\$ 7.29
Quill easel pad ruled flip chart paper 1 case	\$ 34.99	1	\$ 34.99
Sharpie King Size Markers blk, Chisel Pt. pk 12	\$ 16.99	1	\$ 16.99
<b>SUB TOTAL</b>			<b>\$ 92.62</b>
<b>GRAND TOTAL</b>			<b>\$ 601.32</b>

# *Apache County Library District*

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P. O. Box 2760 30 South 2<sup>nd</sup> West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

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## **STRATEGIC PLANNING FOR RESULTS** **PUBLIC LIBRARY PLANNING OUTLINE**

### **WHY:**

The strategic planning process:

1. assumes that an organization operates within a dynamic environment and wants to be responsive to change;
2. assumes that excellence is defined locally;
3. provides the basis for determining whether library staff time, the types and number of materials purchased, the utilization of library space, and computer technology should be allocated differently.

### **WHAT:**

We will use the standard public library planning process, *Strategic Planning for Results*, as the framework for developing the library plan. This process is a collaborative effort between community residents and staff.

A planning committee, made up of community members who live within the library's service area and who represent various constituencies, will help the library identify the community's needs. Then, the planning committee will select and recommend preliminary library service responses to address the identified needs.

Library staff will apply their knowledge and experience to assess any potential consequences of making the preliminary service responses the library's priorities. They will also consider whether the library is suited to address an identified need.

During the second planning committee meeting, the library manager will summarize her staff's assessment of the preliminary service responses. The facilitator will then provide in-depth information about each service response that is still under consideration. Following a discussion, the planning committee will select and prioritize the final service responses.

## *Apache County Library District*

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Within a month, the facilitator will guide staff through the process of considering and then writing measurable goals and objectives to implement the library service responses and priorities decided upon by the planning committee. The following month, the facilitator will write the strategic plan which will be submitted to the Board of Supervisors for final approval.

### **WHEN:**

The whole process will take approximately four months. The emphasis will be on implementation and not on planning as an end in itself. The process is projected to begin in October 2013.

### **WHO:**

Tresa Cox, Library Manager for the Sanders Public Library, and her staff have identified community members willing to serve on the library planning committee. Jaymie Lewis-Smith, Apache County Library District, will facilitate committee meetings and work with staff to assess service responses, and develop goals and objectives. She will also compose the strategic planning document to submit to the Board.

## *Apache County Library District*

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### **TIMELINE:**

Planning committee meeting

October 4, 2013

9:00 a.m. – 3:00 p.m.

Sanders Public Library

Planning committee meeting

November 1, 2013

9:00 a.m. – 3:00 p.m.

Sanders Public Library

Library staff write goals and objectives

December 2013

Facilitator writes Strategic Plan

January 2014

Plan submitted to Board of Supervisors for approval

February 2014

Upon obtaining Board approval implement plan

February 2014

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**FIGURE 18****Library Service Responses**

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**Be an Informed Citizen: Local, National, and World**

**Affairs** Residents will have the information they need to support and promote democracy, to fulfill their civic responsibilities at the local, state, and national levels, and to fully participate in community decision making.

**Build Successful Enterprises: Business and Nonprofit**

**Support** Business owners and nonprofit organization directors and their managers will have the resources they need to develop and maintain strong, viable organizations.

**Celebrate Diversity: Cultural Awareness** Residents will have programs and services that promote appreciation and understanding of their personal heritage and the heritage of others in the community.

**Connect to the Online World: Public Internet Access**

Residents will have high-speed access to the digital world with no unnecessary restrictions or fees to ensure that everyone can take advantage of the ever-growing resources and services available through the Internet.

**Create Young Readers: Early Literacy** Children from birth to five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen.

**Discover Your Roots: Genealogy and Local History**

Residents and visitors will have the resources they need to connect the past with the present through their family histories and to understand the history and traditions of the community.

**Express Creativity: Create and Share Content** Residents will have the services and support they need to express themselves by creating original print, video, audio, or visual content in a real-world or online environment.

**Get Facts Fast: Ready Reference** Residents will have someone to answer their questions on a wide array of topics of personal interest.

**Know Your Community: Community Resources and Services** Residents will have a central source for information about the wide variety of programs, services, and activities provided by community agencies and organizations.

**Learn to Read and Write: Adult, Teen, and Family**

**Literacy** Adults and teens will have the support they need to improve their literacy skills in order to meet their personal goals and fulfill their responsibilities as parents, citizens, and workers.

**Make Career Choices: Job and Career Development**

Adults and teens will have the skills and resources they need to identify career opportunities that suit their individual strengths and interests.

**Make Informed Decisions: Health, Wealth, and Other Life**

**Choices** Residents will have the resources they need to identify and analyze risks, benefits, and alternatives before making decisions that affect their lives.

**Satisfy Curiosity: Lifelong Learning** Residents will have the resources they need to explore topics of personal interest and continue to learn throughout their lives.

**Stimulate Imagination: Reading, Viewing, and Listening**

**for Pleasure** Residents who want materials to enhance their leisure time will find what they want when and where they want them and will have the help they need to make choices from among the options.

**Succeed in School: Homework Help** Students will have the resources they need to succeed in school.

**Understand How to Find, Evaluate, and Use Information:**

**Information Fluency** Residents will know when they need information to resolve an issue or answer a question and will have the skills to search for, locate, evaluate, and effectively use information to meet their needs.

**Visit a Comfortable Place: Physical and Virtual Spaces**

Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking.

**Welcome to the United States: Services for New**

**Immigrants** New immigrants and refugees will have information on citizenship, English Language Learning, employment, public schooling, health and safety, available social services, and any other topics that they need to participate successfully in American life.

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BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 09/05/2013 Signature: Judith M. Pepple

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 the donation of an Automatic Electronic Defibrillator unit valued at \$1,239 for the Alpine Public Library from the Alpine Area Library Friends Group.**

Date & Time Needed: September 17, 2013

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

Legal Review: Sent to Joseph Young for review *Response attached.*

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

## Judith Pepple

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**From:** Joe Young [JYoung@apachelaw.net]  
**Sent:** Friday, September 06, 2013 12:39 PM  
**To:** Judith Pepple  
**Subject:** RE: Agenda review--defibrillator

The item is perfect.

---

**From:** Judith Pepple [jpepple@co.apache.az.us]  
**Sent:** Friday, September 06, 2013 11:58 AM  
**To:** Joe Young  
**Subject:** Agenda review--defibrillator

Dear Joe,  
Will you please review this item so I can present it to the Board at their meeting on September 17<sup>th</sup>?

As always, thank you for your good counsel, and your help with our items.

Most appreciated.

*Judith M. Pepple, Director  
Apache County Library District  
30 South 2nd West  
PO Box 2760  
St. Johns, Arizona 85936-2760*

928-337-4923 voice  
928-337-3960 fax

## *Apache County Library District*

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*P. O. Box 2760 30 South 2<sup>nd</sup> West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax*

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In August, the Alpine Fire Department presented a CPR class at the Alpine Public Library. Following their presentation they mentioned to the librarian that she should probably have an Automatic Electronic Defibrillator (AED) unit installed in her library.

I telephoned our attorney, Joseph Young, to ask for his consideration. Mr. Young indicated that he thought it was a good idea. He added that he thought more than cursory training in the use of the unit should precede its installation.

Evelyn Williams, Library Manager for Alpine, contacted the Alpine Fire Department to discuss the possibility of obtaining training from them. They agreed to train the Alpine Public Library staff in the proper use of the AED unit.

This particular unit was recommended by Travis Noth, Alpine Fire Chief. The Alpine Area Library Friends consented to purchase the unit and donate it to the library.

Thank you for your consideration.

Respectfully submitted,

*Judith M. Pepple*

Judith M. Pepple

Director

September 17, 2013



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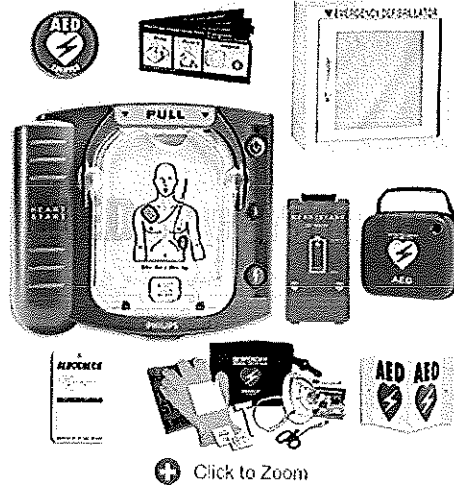



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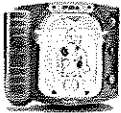


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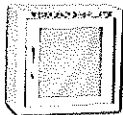
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- [First Aid O2 & Pulse Ox](#)
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- [Signs, Decals, Posters](#)
- [Training Classes](#)
- [Training Manikins](#)
- [ALS Defibrillators](#)



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 08/30/2013 Signature: Judith M. Pepple

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 remove Carmen Oakes from probation with a 2.5% end of probation increase, effective August 25, 2013.

Date & Time Needed: September 17, 2013

Review Routing: //Legal/ /Finance/ /Purchasing/ /Human Resources/ /Other:

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

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

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

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

Purchasing Review: \_\_\_\_\_

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

Human Resources Review: Sent to Human Resources for review

Signature: [Handwritten 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 \_\_\_\_\_



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: Jail District

Date: 10/01/2013 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 of a request to increase the salary of Cheryl Stradling, Dispatch Supervisor, from 43,380.66 to \$46,380.66 per year. This request is made due to Mrs. Stradling taking on the duties of her new Dispatch Supervisor position and continuing to perform her duties from her previous position as Administrative Coordinator in the Jail. Mrs. Stradling' Administrative Coordinator position will remain vacant which will allow for a savings to the Jail District of \$60,000.00 per year

**Date & Time Needed:** \_\_\_\_\_

**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**

**AGREEMENT FOR THE HOUSING OF INMATES OF THE WHITE MOUNTAIN  
APACHE TRIBE BY THE APACHE COUNTY SHERIFF'S OFFICE**

This Agreement For the Housing of Inmates from the White Mountain Apache Tribe, by the Apache County Sheriff's Office is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the White Mountain Apache Tribe (hereinafter "WMAT, a duly organized Tribe located within the State of Arizona, and Apache County, a duly organized county and political subdivision of the State of Arizona (hereinafter "Apache County"). Each of the separate entities of the WMAT and Apache County may be referred to herein as "Party", and collectively may be referred to as the "Parties").

**WITNESSETH**

WHEREAS, the Apache County Sheriff's Office oversees and operates the Apache County Adult Detention Facility, for the housing of individuals that have been incarcerated or sentenced to a secured detention facility; and

WHEREAS, Apache County has space available to contract out to other governmental agencies; and

WHEREAS, the WMAT is a recognized Tribe located within the State of Arizona, having the power to enter into contracts, and has a need to obtain secure detention space for adults arrested and/or detained pursuant to lawful process hereinafter called "inmates."

NOW THEREFORE, Apache County and the White Mountain Apache Tribe for consideration and the mutual promises and agreements contained herein, the Parties agree as follows:

**I. TERM:**

This agreement shall be effective as of the signing of this agreement by both parties and shall continue in full force and effect until either party chooses to dissolve the agreement with a thirty day written notice for the housing of inmates by Apache County for the WMAT.

**II. INMATES DEFINITION:**

An Inmate of the White Mountain Apache Tribe for the purposes of this agreement is:

- a. A person under the jurisdiction of the White Mountain Apache Tribe that is arrested or detained, or
- b. A person under the jurisdiction of the White Mountain Apache Tribe who has been sentenced to a secure detention facility.

**III. ACCEPTANCE GUIDELINES:**

- a) Apache County shall accept the WMAT Inmates on a space available basis. Available space shall be determined in the sole discretion of the Apache County Sheriff's Office.
- b) It is mutually agreed and understood that, Apache County will provide up to thirty five (35) spaces for WMAT Inmates (25 male and 10 female) that have already been sentenced by WMAT Courts.
- c) It is mutually agreed that Apache County, through the Apache County Sheriff's Office, retains the right to refuse to accept any Inmate who appears to be physically injured or suffering from any form of physical or mental illness; for lack of documentation regarding the inmate, and/or for the other sufficient causes.
- d) It is also agreed that in accordance with all applicable Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the Apache County Jail Facility. The Apache County Sheriff's Office will review all White Mountain Apache Tribe arrest warrants, judicial sentencing and medical documents and will have the right of refusal of inmates referred by the WMAT; and the right to return any inmate accepted.

#### **IV. TRANSPORTATION AND COMPENSATION:**

- a) Apache County will transport to and from the Apache County Adult Detention Facility the WMAT Inmates. The Inmates will be transported by Apache County during times and days that are most convenient for Apache County based on available staff and vehicles and shall be at the sole discretion of the Apache County Sheriff's Office. Apache County will notify WMAT when an Inmate is transported from the Apache County Adult Detention Facility to appropriate medical services.

#### **V. MEDICAL CARE:**

- a) A brief medical history along with any prescribed medication will accompany each Inmate that is being transported into the Apache County Adult Detention Facility.
- b) Apache County agrees to absorb the cost of routine medical expenses up to a maximum of 25.00 a month per inmate. This includes, but not limited to, routine medical care, non-prescription medications, and treatment of minor medical conditions which may arise during incarceration. WMAT agrees to reimburse for any and all non-routine medical care and any routine medical expenses above the 25.00 per month allowance. All prescription medications needed for pre-diagnosed illnesses or for illnesses diagnosed while inmates are incarcerated at Apache County such as AIDS, hepatitis, mental health, etc. shall be the sole

responsibility of the WMAT.

- c) Any emergency medical care provided to a WMAT inmate shall be the sole responsibility of the WMAT, and such services shall be billed directly to the White Mountain Apache Tribe. Apache County is not responsible for any medical expenses associated or attributed to a WMAT Inmate. The White Mountain Apache Tribe will be notified as soon as possible of the need to access emergency medical services.

**VI. OPERATIONAL GUIDELINES:**

- a) It is agreed, once in the custody of the Apache County Sheriff's Office, Apache County shall have complete and total authority over the administration, security, health, safety and well-being of all Inmates housed.
- b) Apache County agrees that the release of Inmate(s) shall be made by the Apache County Sheriff's Office only pursuant to a Written Order of the White Mountain Apache Tribe Tribal Court.
- c) The Parties agree that, if there is any incident at the Apache County Adult Detention Facility, or while an Inmate is in transit to or from the Apache County Adult Detention Facility involving an inmate from the WMAT which requires an investigation, such incident shall be referred to the local law enforcement agency for investigation and a report made to both the WMAT and Apache County Sheriff's Office.

**VII. COST/RATE:**

- a) In consideration of the service of housing Inmates from the WMAT, the following amount shall be paid to the Apache County Sheriff's Office at a general detention rate of fifty-five dollars (\$55.00) per day, per Inmate, based on a twenty-four (24) hour period.
- b) In addition to the above cost, the WMAT shall reimburse Apache County for all medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Inmates arising out of injuries or illnesses of, or to, the inmate's arrest. This is a Cost Reimbursement Basis.

**VIII. INVOICE PROCEDURE:**

- a) Apache County shall invoice the WMAT on a monthly basis based on the records maintained by the facility.
- b) WMAT shall pay the invoices within thirty (30) days of the receipt of the invoice.

PAYMENTS PAYABLE TO:

Apache County Jail District  
P.O. Box 518 St. Johns AZ  
85936

**IX. INDEMNIFICATION:**

WMAT agrees to defend, indemnify and hold harmless Apache County, its elected officials, agents and employees, from and against any and all claims, actions suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by person, persons, or property arising out of or resulting from the services performed on behalf of the WMAT under this Agreement or by any reason asserted act or omission, neglected or misconduct of WMAT or WMAT's agents or employees or any subcontractor or its agent or employees. Apache County shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by them, or on their behalf, in connection with any such Proceeding or any claim, issue or matter therein, arising from a WMAT Inmate, if the Apache County acted in good faith and in a manner Apache County reasonably believed to be in or not opposed to the best interests of the WMAT or the WMAT Inmate.

**X. SOVEREIGN IMMUNITY:**

Nothing in this Agreement is intended nor shall be construed as a waiver of the White Mountain Apache Tribe's sovereign immunity from suit or of the Apache County's immunity from suit.

**XI. APPLICABLE LAW:**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The Parties further agree that in the event of any dispute, venue is appropriate in the Superior Court in Apache County.

**XII. DEFAULT:**

In the event of default of any term of this contract, any party shall have the right to serve notice of the default and give thirty (30) days in which the defaulting party can cure the default. Notice is hereby deemed to have been given if: (a) written notice is hand-delivered to the Party at their respective office(s); or (b) the written notice is mailed by first class mail to their respective office addresses.

**XIII. TERMINATION:**

This agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least thirty (30) calendar days prior to the effective

termination. Notice of termination shall be deemed to have been given if delivered in accordance with section eleven (11) above. If termination occurs, all WMAT Inmates shall be transported from the Apache County Adult Detention Facility to the WMAT facilities.

**XIV. ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral, written, whether previous to the execution hereof or contemporaneous herewith. The Agreement may be amended only by the written consent of both parties.

**XV. APPROVAL REQUIRED:**

This Agreement shall not become effective or binding until approved by the Apache County Board of Supervisors and the White Mountain Apache Tribe.

DONE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

APACHE COUNTY

\_\_\_\_\_  
Tom White Jr. Chairman  
Apache County Board of Supervisors

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

WHITE MOUNTAIN APACHE TRIBE

\_\_\_\_\_  
RONNIE LUPE, Tribal Chairman  
White Mountain Apache Tribe

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

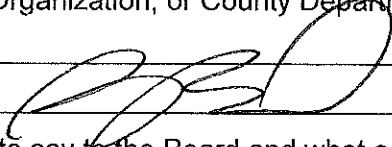
**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

Date/Time: \_\_\_\_\_

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

COUNTY MANAGER'S OFFICE

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

BOS Meeting Date Requested ON-GOING

**PRE-AGENDA ITEM REVIEW**

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.

Supervisor/Board Clerk's Initials \_\_\_\_\_

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS SPECIAL MEETING

August 27, 2013  
St. Johns, Arizona

Present were: Vice Chairman Barry Weller and County Manager/Clerk of the Board Delwin Wengert. Chairman Tom M. White, Jr. participated via the telephone. Supervisor Joe Shirley, Jr. was unavailable due to flooding issues in District I. Attorney Joe Young participated via the telephone.

Chairman White called to order the Apache County Board of Supervisors meeting at 9:01 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Wengert presented the item for approval of a course of action to retain administrative authority of the Vernon Fire District subsequent to the resignation of the entire governing board. Possible actions include the appointment of a temporary administrator of the Fire District, as well as a converting the Fire District from a three to five member board. **Mr. Weller moved to retain administrative authority of the Vernon Fire District, seconded by Mr. White.** Mr. Weller stated that the Board has 30 days to decide an administrator and in speaking with the Elections Department it is impractical to hold an election until March of 2014. Mr. Weller stated that he has a recommendation for an the Board to administer the Vernon Fire District and appoint an administrator so the community can someone to oversee the Fire District. Mr. Weller stated that he Vernon Fire District held a 3 member Board and he would prefer to move towards a five member board but that is not needed to be decided today. Chairman White asked if there was anyone to address this issue. Hearing none, motion passed.

Mr. Wengert presented the request for the appointment of an administrator pursuant to A.R.S. §48-803 to assume the duties of the governing board of the Vernon Fire District as outlines in §48-805, subsequent to the resignation of the entire governing board. Mr. Weller stated that he has done a search for a temporary administrator for Vernon and asked if Mr. White had any candidate in mind. Mr. White stated that since Ganado and Ft. Defiance was so far away he didn't have anyone in mind. **Mr. Weller stated that that he interviewed several very good candidates and moved to approve the appointment of Mr. Collin Dewitt, who has significant experience as a fire chief and in management. Mr. White seconded the motion.** Motion passed.

**Mr. Weller moved to adjourn the meeting, seconded by Mr. White.** Motion passed.

Approved this 17<sup>th</sup> day of September, 2013.

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Tom M. White, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING  
September 3, 2013  
St. Johns, Arizona

Present were: Chairman Tom M. White, Jr. and Vice Chairman Barry Weller and County Manager/Clerk of the Board Delwin Wengert. Attorney Joe Young participated via the telephone. Supervisor Joe Shirley, Jr. was in route to the meeting.

Chairman White called to order the Apache County Board of Supervisors meeting, the Public Health Services District meeting, the Library District meeting and the Apache County Jail District meeting at 8:33 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance

Supervisor Weller gave the invocation.

Barry Williams led the Pledge of Allegiance.

Chairman White called for the Health District items.

Chris Sexton, Health Director, requested approval of Intergovernmental Agreement #ADHA14-053047. The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administrators fund provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Woman, Infants and Children (WIC), breastfeeding Peer Counseling Program (BFPC) and the Woman and Children's Farmers Market Nutrition Program (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary and each provides a specific service to woman, infants, and children who are low income and at nutrition risk. **Mr. Weller moved approval, seconded by Mr. White.** A discussion was held regarding the number of participants in the program. Motion passed.

Supervisor Joe Shirley, Jr. arrived at the meeting.

Chris Sexton, Health Director, requested approval of a contract with Rebecca Rivera RN; Marilyn Slaughter, RN; and Jennifer Foote, RN at \$30 per hour to provide clinical services as a subcontractor. **Mr. Weller moved approval, seconded by Mr. Shirley** Motion passed.

Chris Sexton, Health Director, requested approval to remove Stephanie Hannah from probationary status and receive a 2.5% salary increase effective 06/30/13. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

**Mr. Shirley moved to adjourn, seconded by Mr. Weller.** Vote was unanimous.

Chairman White called for the Library District item.

Judith Pepple, Library Director, requested approval of lease agreement between the Greer

Community Facilities Association and the Apache County Library District effective July 1, 2013 through June 30, 2014. Ms. Pepple stated that the rental amount that the Library District had been paying was \$728.00. An increase of \$48.69 per month has been requested by the Greer Facilities Association. The total rental price to be paid by the Library District will be \$776.69. The square footage of the rented area is approximately 1,300 square feet. **Mr. Weller moved approval, seconded by Mr. Shirley.** A discussion was held regarding the cost of the rent. Vote was unanimous.

**Mr. Weller moved to adjourn the Library District meeting, seconded by Mr. Shirley.** Vote was unanimous.

Chairman White called for the Jail District items.

Chief Deputy Sheriff Brannan Eagar, requested the Intergovernmental Agreement with the White Mountain Apache Tribe to house some of their inmates during their fair at a rate of \$55.00 per inmate per day be removed from the agenda. Chairman White removed the item. **No action was taken.**

Chief Deputy Brannan Eagar, requested review and authorization of a salary increase of the annual salary of Jail Sergeant Ruben Garcia by \$1,000.00 per year. This request is made in light of Sergeant Garcia's 25 years of service and his experience and expertise in the Apache County Jail. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller and Mr. Patterson held a discussion regarding the funding for the raise. Mr. Patterson stated there was funding available for the increase. Mr. Weller stated that he has a concern that these raises will be increasing and could creep up to a \$20,000 to \$30,000 impact to the budget and wanted to express his concern on the potential future increases. Motion passed 2-1 with Mr. Weller abstaining from the vote.

Chairman White called for the regular agenda items.

There was no one wanting to address the Board during call to the public.

Mr. Wengert requested approval of a Special Event Liquor Application recommended for Ann Avenenti, Corporal Joe McCarthy-American Legion Auxiliary, for Oktoberfest event located at the Concho Lions Club Park, Concho Arizona on October 5, 2013. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert presented the Consent Items A-I. **Mr. Weller moved to approve Items A-H with the exception of Item I so that could be discussed separately. Mr. Shirley seconded the Motion.** County Manager/Clerk of the Board: A. Request approval of minutes dated August 5, 12, 19, 2013. B. Request approval of demands dated August 19, 2013 to September 3, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount APACHE COUNTY MEDICAL 145,320.00 APACHE COUNTY TAX WITHHOLDING 129,638.68 AZ STATE RETIREMENT SYSTEM 85,621.96 COLONIAL LIFE AND ACCIDENT INS 1,296.49 CORRECTIONS OFFICER RET PLAN 8,988.15 CORRECTIONS OFFICER

RETIREMENT PLAN 520 3,861.34 MERITAIN HEALTH FLEXIBLE SPENDING 1,299.13  
MUTUAL OF OMAHA 1,165.06 NATIONWIDE 1,390.00 PUBLIC SAFETY PERSONNEL  
401 14,631.77 PUBLIC SAFETY SHERIFF RET 27,717.97 SECURITY BENEFIT GROUP  
1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,671.68 ALPINE EXCAVATION &  
CONST CO 1,878.00 AMIGOS LIBRARY SERVICES 2,618.00 ARIZONA STATE  
FORESTRY DIVISION 10,597.33 ASSURED IMAGING WOMEN WELLNESS OF  
SOUTHERN AZ 1,363.50 AZ COUNTIES INSURANCE POOL 2,133.48 AZ DEPT OF RISK  
MANAGEMENT 2,311.07 AZ SUPREME COURT 5,178.82 AZLGEBT 282,296.26  
BANK OF THE WEST 1,017.47 BLUE HILLS ENVIRONMENTAL 1,407.61 BOB BARKER  
COMPANY INC 1,314.99 BRADCO 3,836.36 CENTRAL ARIZONA SUPPLY 1,152.46  
COUNTY SUPERVISORS ASSOCIATION OF ARIZONA 40,285.00 CRISS CANDELARIA  
LAW OFFICE 4,532.00 DELL COMPUTER CORPORATION 22,221.58 DIAMOND DRUGS  
INC 1,940.76 DISCOUNT TIRE 1,196.24 EASTMAN, J DICK 9,072.00 EMPIRE  
MACHINERY 9,398.64 GALLUP LUMBER & SUPPLY 2,682.53 INLAND KENWORTH  
INC (FARMINGTON) 1,472.76 LAW OFFICE OF MICHAEL S PENROD PLC 1,595.00  
NAVAJO NATION 2,000.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,062.42  
NAVOPACHE ELECTRIC COOPERATIVE 17,363.31 NEXTRAQ 17,029.20 PACIFIC  
PONDEROSA CO INC 2,790.36 PERFECT PRINTZ LLC 1,005.20 PLATT, MARCOR B  
5,020.00 PROFORCE LAW ENFORCEMENT 7,755.98 QUILL CORP 2,744.24 RB LASTING  
IMPRESSION 4,987.25 SAFETY KLEEN 1,080.99 SCHIFF, LAURENCE 1,500.00  
SUPERIOR CLEANING EQUIPMENT 6,000.00 TJP COMMUNICATIONS 3,721.23  
TOWN OF EAGAR 7,798.90 VERITAS RESEARCH CONSULTING 2,700.00  
WELLER, BARRY GLEN 1,931.74 WHITE MOUNTAIN PUBLISHING CO 2,037.82  
YELLOWHORSE, JAY 1,588.86 AZ DEPT OF REVENUE 1,338.31 UNIVERSAL FLEET  
CARD 1,176.22 ADHS AZ HEALTH CARE COST 22,400.00 AMIGO CHEVROLET 2,764.65  
APACHE COUNTY 29,700.00 ARIZONA HIGHWAY SAFETY SPECIALIST INC 24,073.00  
AVAYA COMMUNICATIONS 1,381.19 AZ DEPT OF HEALTH SERVICES 1,155.00  
AZ STATE LIBRARY ARCHIVES & PUBLIC RECORDS 4,551.42 AZ SUPREME COURT  
1,500.00 BANNER GOOD SAMARITAN MEDICAL CENTER 6,741.25 BARNES,  
PATRICIA M 4,145.00 BAUMAN HOME AND AUTO INC 1,500.49 BILLS DISCOUNT  
AUTO PARTS (NAPA) 4,789.27 BLUE HILLS ENVIRONMENTAL 2,367.07 BRADCO  
26,182.31 BURNHAM MORTUARY 2,547.04 CDW GOVERNMENT LLC 1,732.48  
COPSPLUS INC 1,937.04 CREATIVE MULTIMEDIA INC (CMI) 9,715.00 DISH NETWORK  
1,164.00 EMPIRE MACHINERY 1,600.88 FRONTIER 4,855.02 GALL'S INC 1,039.35  
GLAXO SMITHKLINE PHARMACY 1,344.20 HILLYARD INC 2,061.29 INGRAM  
LIBRARY SERVICES 1,972.87 KATHLEEN M MCGUIRE PSY D LLC 2,132.50  
KIMBALL EQUIPMENT COMPANY 1,278.86 MERCK SHARP & DOHME CORP  
1,274.79 NAVAJO TRIBAL UTILITY AUTHORITY 1,256.38 NAVOPACHE ELECTRIC  
COOPERATIVE 7,949.20 NEW WORLD SYSTEMS CORPORATION 15,519.60  
NEWMAN SIGNS INC 1,660.66 PACIFIC PONDEROSA CO INC 6,343.44 PATTERSON,  
DANA BRYCE 8,500.00 PUERCO VALLEY AMBULANCE SERVICE 1,173.38  
QUALITY CARQUEST 1,366.64 ROMERO, MARY E 2,000.00 RUSH TRUCK CENTER  
4,753.28 SEANEZ, PAULA S 1,500.00 THE GUIDANCE CENTER 1,050.00 TJP  
COMMUNICATIONS 1,211.31 TYLER TECHNOLOGIES INC 185,249.85 UNIVERSAL  
FLEET CARD 3,268.29 VALLEY AUTO PARTS 1,313.12 VERITAS RESEARCH  
CONSULTING 2,560.08 VERIZON WIRELESS 2,052.51 WHITE MOUNTAIN

AMBULANCE SERVICE INC 1,168.32 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 4,082.24 WILLIAMS LAW GROUP PLLC 8,620.00 YOUNGS FUTURE TIRE 2,883.46 FRONTIER 5,256.82 APACHE COUNTY TAX WITHHOLDING 134,391.24 AZ STATE RETIREMENT SYSTEM 83,961.18 CORRECTIONS OFFICER RET PLAN 8,834.39 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,084.32 PUBLIC SAFETY PERSONNEL 401 14,631.77 PUBLIC SAFETY SHERIFF RET 28,428.99 4IMPRINT 7,389.66 APACHE COUNTY 11,955.00 ARIZONAS CHILDREN ASSOCIATION 6,435.00 AZ SUPREME COURT 1,438.93 AZ SUPREME COURT 6,189.70 BLS COMMUNICATIONS SW INC 3,171.00 BOSE CORPORATION 1,178.06 BRADCO 21,233.50 CDW GOVERNMENT LLC 1,357.35 DELL COMPUTER CORPORATION 3,271.68 FRONTIER 8,671.39 HILLYARD INC 1,512.90 INGRAM LIBRARY SERVICES 4,409.59 KIMBALL EQUIPMENT COMPANY 41,812.92 LAW OFFICE OF MARSHA GREGORY 8,500.00 MERCK SHARP & DOHME CORP 1,622.14 MOUNTAIN COMFORT HEATING AND COOLING 10,656.80 NAVOPACHE ELECTRIC COOPERATIVE 2,785.11 NEWMAN SIGNS INC 2,008.59 NORTHEAST ARIZONA TRAINING CENTER INC 3,000.00 PACIFIC PONDEROSA CO INC 1,083.76 PROFORCE LAW ENFORCEMENT 1,853.94 QUILL CORP 1,899.58 SHELL OIL 2,830.42 SMITHS DETECTION INCE 8,752.00 ST MICHAELS SENIOR CENTER 2,500.00 SUN RIDGE SYSTEMS, INC 2,800.00 THE AARONS COMPANY LLC 3,000.00 TOTAL OFFICE SOLUTIONS INC 1,847.49 UNIVERSAL FLEET CARD 1,015.55 VERITAS RESEARCH CONSULTING 1,350.00 VOTES UNLIMITED 2,007.78 WOODLAND BUILDING CENTER 1,356.36 YOUNGS FUTURE TIRE 5,687.94 AZ DIVISION OF EMERGENCY MANAGEMENT 4,902.84 T HARMON INC 2,995.00

Personnel Items: C. District I: Request approval to remove Randy Bia from probationary status effective August 11, 2013 with 2.5% end of probation increase. D. District II: Request authorization to extend the temporary employment for Robert Owens for an additional 90 days. E. District II: Request authorization to hire a temporary Administrative Assistant III for 90 days at \$12.79 per hour. F. District II: Request authorization to remove Wacey Begaye from probationary status with the 2.5% end of probation increase effective August 11, 2013. G. Clerk of the Court: Request authorization to hire a temporary Courtroom Clerk I for 120 days at a rate of \$10.24 per hour. This position will be funded from the Clerk's non-general fund accounts as budgeted. H. Recorder's Office: Request authorization to adjust the part-time, temporary Administrative Assistant II ( Mae Clark) to 40 hours per week, effective August 12, 2013 through October 11, 2013. This position will be funded from the Recorder's surcharge budget. Vote was unanimous on approval of Items A-H.

Treasurer Marleita Begay, requested authorization to hire two temporary clerks at \$8.20 per hour for a period of thirteen (13) weeks, to assist with the tax season. Mr. Weller asked if the 2 hires would impact the budget in any way. A discussion was held regarding the needs of the Treasurer's Office. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval of amended Intergovernmental Agreement with Arizona Department of Transportation, Contract P0012012001925. Mr. Crosby stated that the purpose of this Amendment is to increase the construction cost from \$93,815.00 to \$103,815.00 with a total Project cost of \$109,815.00. Mr. Crosby stated that the federal funds will be used for the Project, including the construction engineering and administration costs. Mr.

Crosby stated that this is \$100% Federally funded and will be used on County Roads 5020 and 4162 and the total amount of funds are \$103,815.00. Mr. Crosby stated that he did not believe it would be enough funding to stripe both roads. A discussion was held regarding the project. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar, requested approval of Agreement DC-14-040 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang, and Violent Crime Control Grant Agreement in the amount of \$239,496. This grant requires a 20% match that will be paid utilizing RICO funds. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert requested the item for a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) discussion of the appointment of Carlyle W. Begay as State Senator and Potential issues that may arise given recent allegations that such appointment was not in compliance with applicable constitutional provisions be removed from the agenda. Chairman White removed the item. Mr. Weller stated that he received a 13 page response from Mr. Begay's attorney that outlines several concerning issues about the potential inappropriate use of county funds to support an individual rather than the Board of Supervisors in an illegal action. Mr. Weller stated that he does not know where the facts lie but he suggests the public be made aware of what is going on and he is asking that our local newspaper do their best to investigate these issues. Mr. Weller stated that in reading through the letter, he sees the potential for an impact to the finances of Apache County. **No action was needed or taken.**

**Mr. Shirley moved to adjourn the meeting, seconded by Mr. Weller.** Vote was unanimous.

Approved this 17<sup>th</sup> day of September, 2013.

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Tom M. White, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

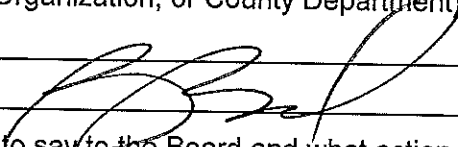
**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

COUNTY MANAGER'S OFFICE

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



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

**PRE-AGENDA ITEM REVIEW**

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.

Supervisor/Board Clerk's Initials \_\_\_\_\_

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Scott King / St. John Road Yard

Date: 8/27/13

Signature: Scott King

Describe in detail what you want to say to the Board and what action you want the Board to take:  
St. Johns Road Yard request authorization to remove Bonifacio Morales from probationary status effective Aug 26, 2013. With 2.50% increase

Date & Time Needed: \_\_\_\_\_

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

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

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

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

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

Purchasing Review: \_\_\_\_\_

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

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

Signature: [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

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Angela C. Romero

Elections Department

Angela C. Romero

9/4/13

(Signature)

(Date)

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

1. ~~Request approval to publish the Call of Election for the Vernon Fire District. The Special Election is scheduled for March 11, 2014.~~
2. ~~Request approval and appointment of all tally board workers, replacements centers and drop boxes for the upcoming March 11, 2014 Special "All Mail Ballot" Election.~~
3. Request approval to increase the Vernon Fire District board from a 3 member board to a 5 member board.

Date & Time Needed: 1-2-2013 Board of Supervisors Meeting **September 17, 2014**

====PRE-AGENDA ITEM REVIEW=====

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

Legal Review: By Joe Young \_\_\_\_\_

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

Purchasing Review: **\_\_\_ BETH, I will be available by phone for the BOS meeting. I will be out Inspector Training all that week. Let me know what I need to do to be available by phone for the meeting. Thank you.**

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

Human Resources Review:

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

Other Review:

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

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

====BOARD ACTION TAKEN=====

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Angela C. Romero

Elections Department

Angela C. Romero

9/4/13

(Signature)

(Date)

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

1. Request approval to publish the Call of Election for the Vernon Fire District. The Special Election is scheduled for March 11, 2014.
2. ~~Request approval and appointment of all tally board workers, replacements centers and drop boxes for the upcoming March 11, 2014 Special "All Mail Ballot" Election.~~
3. ~~Request approval to increase the Vernon Fire District board from a 3 member board to a 5 member board.~~

Date & Time Needed: 1-2-2013 Board of Supervisors Meeting **September 17, 2014**

-----PRE-AGENDA ITEM REVIEW-----

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

Legal Review: By Joe Young \_\_\_\_\_

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

Purchasing Review: **\_\_\_ BETH, I will be available by phone for the BOS meeting. I will be out Inspector Training all that week. Let me know what I need to do to be available by phone for the meeting. Thank you.**

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

Human Resources Review:

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

Other Review:

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

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

-----BOARD ACTION TAKEN-----

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Angela C. Romero

Elections Department

Angela C. Romero

9/4/13

(Signature)

(Date)

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

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Date & Time Needed: 1-2-2013 Board of Supervisors Meeting **September 17, 2014**

PRE-AGENDA ITEM REVIEW

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

Legal Review: By Joe Young \_\_\_\_\_

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

Purchasing Review: **BETH, I will be available by phone for the BOS meeting. I will be out Inspector Training all that week. Let me know what I need to do to be available by phone for the meeting. Thank you.**

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

Human Resources Review:

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

Other Review:

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

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

## ELECTION BOARD WORKERS

<b>Last Name</b>	<b>First Name</b>				
Lefevre	Lyle	PO Box 285	St. Johns, AZ	85936	Election night reporting and setup
Bond	Beth	PO Box 256	St. Johns, AZ	85936	Write-in/Early(All Mail-In)/Duplication/Inspection
Castillo	Liz	PO Box 1722	St. Johns, AZ	85936	Write-in/Early(All Mail-In)/Duplication/Inspection
Hogle	Joni	PO Box 1172	St. Johns, AZ	85936	Write-in/Early(All Mail-In)/Duplication/Inspection
Davis	Tammy	PO Box 1351	St. Johns, AZ	85936	Write-in/Early(All Mail-In)/Duplication/Inspection

# Apache County Replacement Centers/Drop Box Master List- "2014"

Revised 3/2012

Vernon Fire District - All "Mail-In" Ballot Election

Election: March 11, 2014

Precinct Name

Replacement Centers  
and or Drop Box

Physical Address

Phone No.

Precinct Name	Replacement Centers and or Drop Box	Physical Address		Phone No.
APACHE COUNTY RECORDER'S OFFICE	Recorder's Office	75 West Cleveland Street	St. Johns AZ 85936	928-337-7515

# BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature: 9/4/13 Charles B. Holt

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

Probation Services requests authorization to: reduce the vacant Field Supervisor position, salary range 45 (\$38,530), to a Probation Officer III, salary range 44 (\$37,590), which will result in a savings of \$940.00; and upgrade a vacant Probation Officer II position, salary range 42 (\$35,778), to a Probation Officer III, salary range 44 (\$37,590) which will result in an increase of \$1,812.

Both position are paid from State Grants and will result in NO increase to general funds.

Date & Time Needed:

## PRE-AGENDA ITEM REVIEW

Review Routing:  Legal  Finance  Purchasing  Human Resource  Other

Legal Review: Signature:	
Finance Review: Signature:	
Purchasing Review: Signature:	
Human Resources Review: Signature:	<u>[Signature]</u> 9/4/13
Other Review: Signature:	

Reviews complete, item approved for Agenda. Supervisor/Board Clerk's Initials:

## BOARD ACTION TAKEN

Approved  Disapproved  Deleted  Continued to:

Signature, Clerk of the Board

**Apache County Probation Services – Realignment and Position changes**

Since 2005, when Adult Probation and Juvenile Probation merged, we have continuously worked to realign duties and funding to efficiently provide services to our County.

In order to better serve Apache County and to meet the required standards by Statute, Judicial Code, Court Policy and Probation Policy, we are realigning the department as follows:

1. The Assistant Director – Administrative Services will supervise all Administrative Probation Officers, the Juvenile Detention Center, Treatment Services, and supervise the Administrative Probation caseload (Warrants, DOC, and Court supervised probationers). The Assistant Director will have direct supervision of 5 personnel.
2. The Assistant Director – Field Operations will supervise all Case-Carrying Probation Officers, Surveillance Officers and Community Restitution Personnel. The Deputy Chief will have direct supervision of 17 personnel. As this may lead to difficulty in proper supervisor we are requesting to upgrade 2 vacant positions to create front line supervisors. Those positions are:
  - a. Reduce the FIELD SUPERVISOR, Salary Range 45, \$38,530, to a PROBATION OFFICER III, Salary Range 44, \$37,590. This results in a cost savings of \$940. This is a non-County funded position.
  - b. Increase a vacant PROBATION OFFICER II, Salary Range 42, \$35,778, to a PROBATION OFFICER III, Salary Range 44, \$37,590. This results in an increase of \$1,812. This is a non-County funded position.

The new PROBATION OFFICER III positions will assist in supervision, training, case-load review, risk-need assessments, OST/FROST assessments, treatment follow-up, and contact review. These Officers will continue to be Case-Carrying Officers as well perform as the above duties.

The Technical Services Coordinator will assist in supervision of the Community Restitution Personnel.

This then allows the Deputy Chief to directly supervise 3 assistants who then assist with supervision of the remaining 14 personnel.

The above changes will allow Probation Services to continue to serve the communities of Apache County without substantially increasing personnel costs. By enacting the changes specified above, we can continue to meet the requirements of Statute, Judicial Code, Court Policies and Probation Policies.

**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 8/26/2013

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

Request approval to initiate agreement with NACOG for an Environmental Assessment of the Eagar Rodeo Grounds as necessary to apply for Department of Housing State Special Projects

~~funding~~ / or CDBG funding. *MB*

Date & Time Needed: \_\_\_\_\_

=====PRE-AGENDA ITEM REVIEW=====

Review Routing:    Legal    Finance     Purchasing     Human Resources     Other

**Legal Review:**

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

**Finance Review:**

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

**Purchasing Review:**

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

**Human Resources Review:**

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

**Health Department Director:**

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

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: \_\_\_\_\_

=====BOARD ACTION TAKEN=====

Approved     Disapproved     Deleted     Continued To: \_\_\_\_\_

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

## Beth Bond

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**From:** Malena Bazarto  
**Sent:** Thursday, September 05, 2013 10:07 AM  
**To:** Beth Bond  
**Subject:** FW: Eagar Rodeo Grounds EA

**From:** Joe Young [<mailto:JYoung@apache.law.net>]  
**Sent:** Thursday, September 05, 2013 10:13 AM  
**To:** Malena Bazarto  
**Subject:** RE: Eagar Rodeo Grounds EA

The contract is legal and complies with the requirements for such documents.

---

**From:** Malena Bazarto [[mjaramillo@co.apache.az.us](mailto:mjaramillo@co.apache.az.us)]  
**Sent:** Thursday, September 05, 2013 9:52 AM  
**To:** Bonnie Stallings; Beth Bond; Joe Young  
**Subject:** FW: Eagar Rodeo Grounds EA

This is the backup for my item on September 17<sup>th</sup>.  
Thanks!  
malena

**From:** Isabel Rollins [<mailto:Irollins@nacog.org>]  
**Sent:** Thursday, August 29, 2013 3:01 PM  
**To:** Malena Bazarto; Dave Swietanski  
**Cc:** Tracy Bouvier  
**Subject:** Eagar Rodeo Grounds EA

Hi Dave and Malena,

Attached is a technical assistance agreement for the fairgrounds EA. We will have to start the EA before you can get official approval, but I'm comfortable with that as long as we can get a "go ahead" in an email from you. Please have a good project description and reasonable cost estimate to Tracy and me by next Thursday so the letters can go out next week, along with a confirmation to move forward on the EA.

Eagar will be getting CDBG funds next year, so if this SSP doesn't come through for you they could do the Rodeo Grounds as their project. Unfortunately, the ERR documents would also all have to be signed by the authorized signer for the Town if it's to apply to their grant. So, if you think there's a good possibility that the project could go through Eagar if the County doesn't get the SSP, then we can do an extra set of letters and you'll have to get those signatures for us as well.

A few other things to keep I mind:

- Since we have a tight schedule for this, PLEASE GET ANY ERR DOCUMENTS REQUIRING SIGNATURE BACK TO US IMMEDIATELY - IN NO MORE THAN A WEEK.

- The two public hearings need to be redone and “perfect” or the application will be thrown out. Make sure they are display ads and in at least 16 days before the hearings. I’m happy to review the language in the notices.
- Make sure you’re on top of ALL the extra requirements, such as: *submit complete construction plans and specifications including evidence of approval by the appropriate department at the local government level; Applicant provided proof of ownership of the land with no restrictive agreements attached to the land; provide a list of qualified bidders selected for solicitation and statement certifying that the local government will select vendors through a competitive procurement process compliant with CDBG guidelines; detailed cost estimates are provided and have been signed by an Architect, Engineer or Contractor; provide evidence permits (e.g. zoning, building, Army Corps of Engineers) have been secured or letters from the appropriate bodies stating likely approval within 30 days of award. In the event that permits are not applicable (i.e. work performed by city staff in the right of way owned by the city) the applicant must provide a detailed written explanation of why permits are not applicable to the project.* I’ve seen competitive apps thrown out for missing one seemingly minor item.

If you scan or send me a copy of the app a week before it’s due I can review it.

Good luck! Isabel

***Isabel Rollins***

Northern Arizona Council of Governments  
221 North Marina Street, Suite 201  
(Mailing) P.O. Box 2451  
Prescott, AZ 86302  
(928) 778-2692 phone  
(928) 778-1756 fax  
[irollins@nacog.org](mailto:irollins@nacog.org)

This message contains confidential information and is intended only for the intended recipient(s). If you are not the named recipient you should not read, distribute or copy this e-mail. Please notify the sender immediately via e-mail if you have received this e-mail by mistake; then, delete this e-mail from your system.

**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 is applying for Community Development Block Grant funds from the State of Arizona for Eagar Rodeo Grounds ADA Upgrades; and

WHEREAS, the GRANTEE desires technical assistance in administering said grant; 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 an environmental assessment. 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 shall be from September 1, 2013 through December 15, 2013.
- 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 (\$5,000), 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

\_\_\_\_\_  
Tom M. White Jr., Chairman

\_\_\_\_\_  
Chris Fetzter, Executive Director

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

**A. CONTRACT GOALS**

1. Complete the Environmental Assessment for Apache County Fairgrounds ADA Upgrades,
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 Bazurto  
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  
P.O. Box 2451  
Prescott, AZ 86302

**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 UPGRADES – \$5,000</b>				
Establish Files, Review Project Requirements	10%			
Contact all Relevant Parties, Complete Required ADOH Forms	60%			
Submit Assessment to ADOH	10%			
Request and Receive Release of Funds	20%			
<b>TOTAL PROJECT</b>	<b>100%</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.



## NEW SITE DEVELOPMENT EXECUTED AGREEMENT INSTRUCTIONS

In order to ensure the prompt execution and processing of all agreements, American Tower respectfully requests that the instructions below are followed when preparing to return executed agreements.

1. Prior to returning to American Tower, please sign and date the signature page of all copies of the Lease and Memorandum of Lease.
2. Ensure that all necessary witness signatures have been obtained (if witnesses are required).
3. Ensure that all applicable notary fields are completed and stamped with the notary's stamp.
4. Please complete a W-9, Payment Authorization Form, and if applicable, a mortgage information form.
5. American Tower will retain two (2) originals of each document. Please print as many copies as you plan to retain, along with two originals for American Tower.
6. Please print all signed documents on one-sided paper.
7. Send original documents to the following address:  
  
American Tower Corporation  
Attn: Tower Development Legal  
10 Presidential Way  
Woburn, MA 01801
8. American Tower will return your fully executed originals to the notice address provided.

Site Name: Lyman Lake AZ  
Site Number: 280688

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Agreement*") is made effective as of the date of the latter signature hereof (the "*Execution Date*") and is by and between Landlord and American Tower.

### RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "*Property*") located in the County of Apache, State of Arizona, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to grant to American Tower an lease from Landlord a portion of the Property (the "*Compound*"), together with easements for ingress and egress and the installation and maintenance of utilities (the "*Easement*" and together with the Compound, the "*Site*") both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business and Defined Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this paragraph 1.

(a) ***American Tower:*** American Towers LLC, a Delaware limited liability company

(b) ***Notice Address of American Tower:*** American Towers LLC  
c/o American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

***with a copy to:*** American Towers LLC  
c/o American Tower Corporation  
116 Huntington Ave.  
Boston, MA 02116  
Attn: Law Department

(c) ***Landlord:*** Apache County

(d) ***Notice Address of Landlord:*** 75 West Cleveland  
P.O. Box 428  
St. Johns, AZ 85936

(e) ***Commencement Date:*** The date of full execution of this Agreement.

(f) ***Initial Term:*** Five years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.

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(g) **Renewal Terms:** Each of the five (5) successive periods of five years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(h) **Term:** The Initial Term with any and all Renewal Terms

(i) **Rent:** The monthly amount of \$1000.00.

(j) **Increase Amount:** Rent will increase on the anniversary of the Commencement Date by an amount equal to 3% of Rent for the previous year.

(k) **Increase Date:** Each anniversary of the Commencement Date.

**2. Term.**

(a) **Initial Term.** The Initial Term is as provided in paragraph 1(k).

(b) **Renewal Terms.** American Tower will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in paragraph 4(b). This Agreement will automatically be renewed for each successive Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect. However, beginning after the fourteenth (14<sup>th</sup>) anniversary of the Commencement Date, Landlord may elect not to renew the Agreement upon written notice to American Tower at least ninety (90) days in advance of the commencement of the next Renewal Term.

**3. Consideration.**

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

**4. Use.**

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "**Tower**"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "**Tower Facilities**"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited

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to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals (the "*Intended Use*").

(b) American Tower, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "*Collocator*" and collectively, the "*Collimators*"). The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound including but not limited to antennas, dishes, cabling, additional buildings or shelters ancillary to the Intended Use. The Collimators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

## **5. Tower Facilities.**

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term as well as upon the expiration or termination of this Agreement.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities including: (i) access to the Site for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the Tower Facilities, and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

## **6. Utilities.**

(a) American Tower will have the right to install utilities, at American Tower's expense, and to improve present utilities on the Property and the Site. American Tower will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

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(b) If utilities necessary to serve the equipment of American Tower or the equipment of any Collocator cannot be located within the Site, Landlord agrees to allow the installation of utilities on the Property or other real property owned by Landlord without requiring additional compensation from American Tower or any Collocator. Landlord will, upon American Tower's request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(c) American Tower and the Collocators each may install backup generator(s).

**7. Access**

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invites or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to \$500.00 per day for each day that such access is impeded or denied.

**8. Representations and Warranties of Landlord.** Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Compound during the term of this Agreement. If Landlord fails to keep the Site free

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and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site 24 hours a day, 7 days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

**9. Interference.** Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("***Interference***"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after American Tower's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

**10. Termination.** This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon 30 days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and operation of the Tower Facilities or to the Intended Use (collectively, the "***Approvals***"); or

(c) Upon 30 days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole, but reasonable judgment for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s).

(d) In the event of termination by American Tower or Landlord pursuant to this provision, American Tower shall be relieved of all further liability hereunder.

**11. Taxes.**

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities upon receipt of the

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following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within 12 months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within 3 days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

**12. Environmental Compliance.**

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of, on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Landlord or to Landlord's knowledge, any third party; and

(ii) To Landlord's knowledge, no third party been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "*Hazardous Materials*" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

**13. Indemnification.**

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent

contractors; or (C) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of American Tower, or American Tower's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of Landlord to indemnify American Tower pursuant to this Agreement, Landlord will, upon demand of American Tower, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of American Tower's activities after the execution of this Agreement.

**14. Right of First Refusal; Sale of Property.**

(a) During the Term, prior to selling the Site or any portion of or interest in the Property or the Site, including but not limited to a leasehold interest or easement, and/or prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify American Tower in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. American Tower will have the right of first refusal to purchase the real property interest or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer. American Tower will exercise its right of first refusal within 30 days of receipt of Landlord's notice and if American Tower does not provide notice within 30 days, American Tower will be deemed to have not exercised its right of first refusal. If American Tower does not exercise its right of first refusal, section 15(b) of this Agreement will control the terms of the sale.

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(b) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement the purchaser must agree to perform, without requiring compensation from American Tower or any Collocator, any obligation of the Landlord under this Agreement, including Landlord's obligation to cooperate with American Tower as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from American Tower or any Collocator to be paid to such purchaser.

**15. Assignment.**

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with Paragraph 15 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of American Tower.

(c) American Tower may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "*Secured Parties*"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

**16. Condemnation.** If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for American Tower includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

**17. Insurance.** American Tower will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as American Tower may

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deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.

**18. Waiver of Damages.**

(e) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(f) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

**19. Confidentiality.** Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

**20. Subordination Agreements.**

(a) If the Site is encumbered by a mortgage or deed of trust, within 30 days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within 30 days of such request.

**21. Notices.** All notices or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this paragraph 22, with such new notice address being effective 30 days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

**22. Further Acts.**

(a) Within 15 days after receipt of a written request from American Tower, Landlord will execute any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with American Tower in its exercise of its rights under this Agreement.

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(b) American Tower will be entitled to liquidated damages for the revenue lost by American Tower as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that American Tower may deduct the amount of \$100.00 per day from future installments of Rent for any delay to American Tower caused by Landlord's failure or unwillingness to act, such amount being an estimate of American Tower's lost revenue. American Tower's right to collect such liquidated damages will in no way affect American Tower's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

**23. Memorandum of Lease.** Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

**24. Miscellaneous.**

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "*Title*") on the Property.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

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(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(n) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(o) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(p) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Lyman Lake AZ  
Site Number: 280688

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD:

[WITNESSES, IF APPLICABLE]

APACHE COUNTY

By: \_\_\_\_\_  
Name:  
Title:

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[Affix Notary Seal]

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_



Site Name: Lyman Lake AZ  
Site Number: 280688

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

Site Name: Lyman Lake AZ  
Site Number: 280688

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

SITUATE IN THE COUNTY OF APACHE, AND STATE OF ARIZONA:

PARCEL NO. 1:

ALL OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

PARCEL NO. 2:

THE NORTH HALF; THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

PARCEL NO. 3:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE ALUMINUM CAP, MARKED LS 8906, SET OVER A FOUND MARKED ROCK MARKING THE SOUTHWEST CORNER OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 44 MINUTES 51 SECONDS WEST, ALONG THE WEST SECTION LINE OF SAID SECTION 28, A DISTANCE OF 5018.52 FEET TO AN ALUMINUM CAP MARKED LS 0200 SET OVER A FOUND MARKED ROCK MARKING THE NORTHWEST CORNER OF SAID SECTION 28;

THENCE NORTH 84 DEGREES 27 MINUTES 52 SECONDS EAST, ALONG THE NORTH SECTION LINE OF SAID SECTION 28, A DISTANCE OF 1449.31 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 1344.04 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 28;

THENCE NORTH 84 DEGREES 59 MINUTES 15 SECONDS EAST, ALONG THE NORTH SIDE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 601.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 666/180;

THENCE SOUTH 23 DEGREES 07 MINUTES 40 SECONDS EAST, ALONG THE SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1015.61 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, SAID POINT BEING ON A LINE RADIAL TO THE SAID CURVE HAVING A BEARING OF SOUTH 66 DEGREES 52 MINUTES 20 SECONDS WEST;

THENCE SOUTHERLY AND CONTINUING ALONG THE SAID WEST HIGHWAY RIGHT OF WAY SAID RIGHT OF WAY BEING A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22818.32 FEET AND A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 42 SECONDS, AN ARC DISTANCE OF 1245.86 FEET TO A POINT, SAID POINT BEING ON A LINE RADIAL TO THE ABOVE DESCRIBED CURVE HAVING A BEARING OF SOUTH 70 DEGREES 00 MINUTES 02 SECONDS WEST;

THENCE SOUTH 00 DEGREES 44 MINUTES 51 SECONDS EAST, A DISTANCE OF 1904.61 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 28;

THENCE SOUTH 86 DEGREES 42 MINUTES 19 SECONDS WEST, ALONG THE SAID SOUTH SECTION LINE OF SECTION 28, A DISTANCE OF 2845.28 FEET TO THE POINT OF BEGINNING.

Site Name: Lyman Lake AZ  
Site Number: 280688

**PARCEL NO. 4:**

THE EAST HALF AND THE WEST HALF OF THE WEST HALF OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

**PARCEL NO. 5:**

ALL OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

**PARCEL NO. 6:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

**PARCEL NO. 7:**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

TAX ID: 108-37-027



Site Name: Lyman Lake AZ  
Site Number: 280688

LEASE AREA LEGAL DESCRIPTION

A PORTION OF SECTION 17, TOWNSHIP 11 NORTH,  
RANGE 28 EAST, OF THE GILA SALT RIVER BASE  
AND MERIDIAN, APACHE COUNTY, ARIZONA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING FOR A TIE AT THE NORTHWEST CORNER  
OF SAID SECTION 17; THENCE SOUTH 73°37'38" EAST, A  
DISTANCE OF 1150.35 FEET TO THE POINT OF  
BEGINNING; THENCE SOUTH 69°05'24" EAST, A DISTANCE  
OF 100.00 FEET; THENCE SOUTH 20°54'36" WEST, A  
DISTANCE OF 100.00 FEET; THENCE NORTH 69°05'24"  
WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH  
20°54'36" EAST, A DISTANCE OF 100.00 FEET TO THE  
POINT OF BEGINNING.  
CONTAINING 10,000 SQ. FT. MORE OR LESS

ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF SECTION 17, TOWNSHIP 11 NORTH,  
RANGE 28 EAST, OF THE GILA SALT RIVER BASE  
AND MERIDIAN, APACHE COUNTY, ARIZONA, BEING 6.00  
FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED  
CENTERLINE:  
COMMENCING FOR A TIE AT THE NORTHWEST CORNER  
OF SAID SECTION 17; THENCE SOUTH 73°37'38" EAST, A  
DISTANCE OF 1150.35 FEET; THENCE SOUTH 20°54'36"  
WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH  
69°05'24" EAST, A DISTANCE OF 16.00 FEET TO THE  
POINT OF BEGINNING; THENCE SOUTH 18°48'32" WEST, A  
DISTANCE OF 11.92 FEET; THENCE SOUTH 09°55'54"  
EAST, A DISTANCE OF 113.00 FEET; THENCE SOUTH  
47°47'05" WEST, A DISTANCE OF 1768.04 FEET; THENCE  
SOUTH 56°07'10" WEST, A DISTANCE OF 48.58 FEET;  
THENCE SOUTH 66°51'04" WEST, A DISTANCE OF 64.40  
FEET; THENCE SOUTH 75°46'09" WEST, A DISTANCE OF  
62.72 FEET; THENCE SOUTH 80°51'43" WEST, A  
DISTANCE OF 412.20 FEET; THENCE SOUTH 83°28'33"  
WEST, A DISTANCE OF 73.70 FEET; THENCE SOUTH  
78°09'20" WEST, A DISTANCE OF 53.43 FEET; THENCE  
SOUTH 80°16'02" WEST, A DISTANCE OF 115.77 FEET;  
THENCE SOUTH 81°20'33" WEST, A DISTANCE OF 72.94  
FEET; THENCE SOUTH 55°21'29" WEST, A DISTANCE OF  
23.09 FEET; THENCE SOUTH 86°02'56" WEST, A  
DISTANCE OF 13.97 FEET TO THE POINT OF TERMINUS.

Site Name: Lyman Lake AZ  
Site Number: 280688

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]

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Prepared by and Return To:  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Site #280688  
Site Name: Lyman Lake AZ

**Cross Reference: Book: 579; Pg: 76**  
**Book: 582; Pg: 208**  
**Book: 741; Pg: 175**

### **Memorandum of Lease Agreement**

**THIS MEMORANDUM OF AGREEMENT** ("Memorandum") is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Apache County, with a mailing address of 75 West Cleveland, P.O. Box 428, St. Johns, AZ 85936 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

- 1.
2. **Property.** Landlord owns certain real property described in **Exhibit "A"** ("Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower a lease of a portion of the Property ("Compound") and certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.
3. **Lease.** The Agreement constitutes a lease of the Site. The initial term of the lease will be for five (5) years commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for five (5) additional periods of

five (5) years each unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

<b><u>Landlord:</u></b>	Apache County 75 West Cleveland P.O. Box 428 St. Johns, AZ 85936
<b><u>American Tower</u></b>	American Towers LLC C/O American Tower Corporation 10 Presidential Way Woburn, MA 01801 Attn: Land Management
<b><u>With a Copy to:</u></b>	American Towers LLC C/O American Tower Corporation 116 Huntington Avenue Boston, MA 02116

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.**

**LANDLORD:**

**WITNESSES:**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF

)

) ss:

COUNTY OF

)

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person who name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as \_\_\_\_\_, of \_\_\_\_\_, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**AMERICAN TOWER:**

American Towers LLC, a Delaware  
limited liability company

**WITNESSES:**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Signature

COMMONWEALTH OF MASSACHUSETTS )

) ss:

COUNTY OF MIDDLESEX )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, the undersigned notary public,  
personally appeared \_\_\_\_\_, proved to me through  
satisfactory evidence of identification, which were *personally known*, to be the person who name  
is signed on the preceding or attached document, and acknowledged that he/she signed it  
voluntarily for its stated purpose, as \_\_\_\_\_, of  
American Towers LLC, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT A  
PROPERTY**

SITUATE IN THE COUNTY OF APACHE, AND STATE OF ARIZONA:

**PARCEL NO. 1:**

ALL OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

**PARCEL NO. 2:**

THE NORTH HALF; THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

**PARCEL NO. 3:**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE ALUMINUM CAP, MARKED LS 8906, SET OVER A FOUND MARKED ROCK MARKING THE SOUTHWEST CORNER OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 44 MINUTES 51 SECONDS WEST, ALONG THE WEST SECTION LINE OF SAID SECTION 20, A DISTANCE OF 5312.52 FEET TO AN ALUMINUM CAP MARKED LS 0906 SET OVER A FOUND MARKED ROCK MARKING THE NORTHWEST CORNER OF SAID SECTION 28;

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THENCE SOUTH 00 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 1344.04 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 28;

THENCE NORTH 84 DEGREES 59 MINUTES 15 SECONDS EAST, ALONG THE NORTH SIDE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 601.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 666/160;

THENCE SOUTH 23 DEGREES 07 MINUTES 40 SECONDS EAST, ALONG THE SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1015.61 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, SAID POINT BEING ON A LINE RADIAL TO THE SAID CURVE HAVING A BEARING OF SOUTH 66 DEGREES 52 MINUTES 20 SECONDS WEST;

THENCE SOUTHERLY AND CONTINUING ALONG THE SAID WEST HIGHWAY RIGHT OF WAY SAID RIGHT OF WAY BEING A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22818.32 FEET AND A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 42 SECONDS, AN ARC DISTANCE OF 1245.86 FEET TO A POINT, SAID POINT BEING ON A LINE RADIAL TO THE ABOVE DESCRIBED CURVE HAVING A BEARING OF SOUTH 70 DEGREES 00 MINUTES 02 SECONDS WEST;

THENCE SOUTH 00 DEGREES 44 MINUTES 51 SECONDS EAST, A DISTANCE OF 1904.61 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 28;

THENCE SOUTH 86 DEGREES 42 MINUTES 19 SECONDS WEST, ALONG THE SAID SOUTH SECTION LINE OF SECTION 28, A DISTANCE OF 2845.28 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

THE EAST HALF AND THE WEST HALF OF THE WEST HALF OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

PARCEL NO. 5:

ALL OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

PARCEL NO. 6:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

PARCEL NO. 7:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA.

TAX ID: 108-37-027



### LEASE AREA LEGAL DESCRIPTION

A PORTION OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 73°37'38" EAST, A DISTANCE OF 1150.35 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69°05'24" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 20°54'36" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 69°05'24" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 20°54'36" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 10,000 SQ. FT. MORE OR LESS

### ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 28 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, BEING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:  
COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 73°37'38" EAST, A DISTANCE OF 1150.35 FEET; THENCE SOUTH 20°54'36" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 69°05'24" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18°48'32" WEST, A DISTANCE OF 11.92 FEET; THENCE SOUTH 09°55'54" EAST, A DISTANCE OF 113.00 FEET; THENCE SOUTH 47°47'05" WEST, A DISTANCE OF 1768.04 FEET; THENCE SOUTH 56°07'10" WEST, A DISTANCE OF 48.58 FEET; THENCE SOUTH 66°51'04" WEST, A DISTANCE OF 64.40 FEET; THENCE SOUTH 75°46'09" WEST, A DISTANCE OF 62.72 FEET; THENCE SOUTH 80°51'43" WEST, A DISTANCE OF 412.20 FEET; THENCE SOUTH 83°28'33" WEST, A DISTANCE OF 73.70 FEET; THENCE SOUTH 78°09'20" WEST, A DISTANCE OF 53.43 FEET; THENCE SOUTH 80°16'02" WEST, A DISTANCE OF 115.77 FEET; THENCE SOUTH 81°20'33" WEST, A DISTANCE OF 72.94 FEET; THENCE SOUTH 55°21'29" WEST, A DISTANCE OF 23.09 FEET; THENCE SOUTH 86°02'56" WEST, A DISTANCE OF 13.97 FEET TO THE POINT OF TERMINUS.

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: Chief Deputy Brannon Eagar

Date/Signature: Brannon Eagar

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

Acceptance of Emergency Management Performance Grant for FY13/14 in the amount of \$125,185.00. This grant funds salary, operating expenses, travel, vehicle, computers and radios for the Emergency Management program. Matching funds provided by \$40,000 General fund and the remainder from the Sheriff's Office. These funds support program operations from July 2013 through July 2014. This is an on-going grant.

BOS Meeting Date Requested 9-17-13

**PRE-AGENDA ITEM REVIEW**

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

Legal Review: Verbal per Joe Young  
BE

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

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

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

Purchasing Review: \_\_\_\_\_

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

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

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

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

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

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_



ARIZONA DEPARTMENT OF EMERGENCY  
AND MILITARY AFFAIRS

Arizona Division of Emergency Management  
5636 East McDowell Road, Building M5101, Phoenix, Arizona 85008-3495  
(602) 244-0504 1-800-411-2336



Janice K. Brewer  
GOVERNOR

MG Hugo E. Salazar  
THE ADJUTANT GENERAL

August 2, 2013

Brannon Eagar, Director  
Apache County Emergency Management  
P. O. Box 518  
St. Johns, AZ 85936

RE: FFY 2013 Emergency Management Performance Grant (EMPG) Award Letter  
Grant # EMW-2013-EP-000024  
CFDA # 97.042  
Award Amount: \$125,185.00

Dear Mr. Eagar:

The Arizona Division of Emergency Management has received and approved your completed application packet. We are pleased to provide you with this Grant Award letter in the amount of **\$125,185.00**. Funds may now be obligated and expended in accordance with the EMPG grant guidelines. The period of performance will be from **October 1, 2012 – September 30, 2014**.

As a reminder, the quarterly Expenditure and Narrative Reports are due within 30 days of the end of each calendar quarter to receive reimbursement. Both reports may be e-mailed to [ademgrants@azdema.gov](mailto:ademgrants@azdema.gov), as electronic signatures are now accepted on the Expenditure Report. If any information is sent, use the following address:

Arizona Division of Emergency Management  
Fiscal Services Manager  
5636 E McDowell Rd.  
Phoenix, AZ 85008

Should you have any questions; you may contact Wendy Smith-Reeve at 602-464-6203. I look forward to working with you and your staff in the coming year.

Sincerely,

Wendy Smith-Reeve  
Director

**Fiscal Year 2013 Application Checklist  
Emergency Management Performance Grant (EMPG)**

**Jurisdiction:** Apache County

**Application Attachments:**

<input checked="" type="checkbox"/>	Personnel Worksheet	<input checked="" type="checkbox"/>	Assurances - SF 424B
<input checked="" type="checkbox"/>	Equipment - if applicable		Work Plan Narrative on Letterhead
<input checked="" type="checkbox"/>	Budget - SF 424A		Special Conditions
<input checked="" type="checkbox"/>	Application - SF 424		Certification Form

**Emergency Management Director/Coordinator**

Name: Brannon Eagar

Mailing Address: PO Box 518

City, Zip: St Johns, AZ 85936

Phone #'s: 928-337-4321

Cell: 928-245-6294

E-Mail: [beagar@co.apache.az.us](mailto:beagar@co.apache.az.us)

**Grant Financial Officer**

Name: Beverly Parks

Mailing Address: PO Box 518

City, Zip: St Johns, AZ 85936

Phone #'s: 928-337-4321

Cell: 924-551-2876

E-Mail:

**My Contact for EMPG Questions**

Name: Richard Guinn

Mailing Address: PO Box 518

City, Zip: St Johns, AZ 85936

Phone #'s: 928-337-4321

Cell: 928-245-0181

E-Mail: [rquinn@co.apache.az.us](mailto:rquinn@co.apache.az.us)

**Mailing Address for Reimbursements (if different from above)**

Name:

Mailing Address:

City, Zip:

**EMERGENCY MANAGEMENT ASSISTANCE PERSONNEL WORKSHEET  
NONCONSTRUCTION PROGRAMS**

<b>1. PROGRAM AGENCY OR ORGANIZATION</b> U.S. Department of Homeland Security	<b>2. BUDGET PERIOD (Month, Day, Year)</b> Beginning Date: 10/1/2012      Ending Date: 6/30/2014
<b>3. RECIPIENT ORGANIZATION</b> Apache County	<b>4. PROGRAM:</b> FFY 2013 Emergency Management Performance Grant (EMPG) <b>CFDA NUMBER:</b> 97.042

5 (A) Position Title	(B) EMPG Full Time	(C) EMPG Part Time	(D) Federal Funds Personnel	(E) Federal Funds Fringe Benefits	(F) Local Funds Personnel	(G) Local Funds Fringe Benefits	(H) Annual Salary
Emergency Mgmt Director		x	14,771.65	9,819.67	14,771.65	9,819.67	\$ 49,182.64
Emerg. Services Coordinator		x	10,842.65	8,394.97	10,842.65	8,394.97	\$ 38,475.24
Emerg. Mgmt. specialist	x		16,773.00	6,376.52	16,773.00	6,376.52	\$ 46,299.04
Liaison		x	3,838.52	1,369.40	3,838.52	1,369.40	\$ 10,415.84
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>Total</b>			\$ 46,225.82	\$ 25,960.56	\$ 46,225.82	\$ 25,960.56	\$ 144,372.76

**PROJECTED EQUIPMENT PURCHASES**

JURISDICTION: <b>Apache County</b>				Federal Cost	Non-Federal Cost
AEL_SEL_Code	Title	Description	GrantNotes		
04HW-01-INHW	Hardware, Computer Integrated	Laptops	upgrades	\$ 2,000.00	\$ 2,000.00
04HW-01-INHW	Hardware, Computer Integrated	desktops	upgrades	\$ 2,000.00	\$ 2,000.00
06CP-01-MOBL	Radio, Mobile	Mobile radio Uhf	upgrades	\$ 1,200.00	\$ 1,200.00
06CP-01-MOBL	Radio, Mobile	Mobile radio VHF	upgrades	\$ 1,200.00	\$ 1,200.00
04AP-05-CRED	Systems, Credentialing	Credentialing System	new	\$ 2,000.00	\$ 2,000.00
04HW-02-BARC	Equipment, Bar Code Reading and Printing	Inventory system, Bar code	new	\$ 2,000.00	\$ 2,000.00
10GE-00-GENR	Generator	generator, portable	new	\$ 1,000.00	\$ 1,000.00
12VE-00-SPEC	vehicle, commercial	Vehicle, 4x4	New	\$ 18,598.00	\$ 18,598.00
				<b>\$ 29,998.00</b>	<b>\$ 29,998.00</b>

**Budget Information - Non-Construction Programs**

**Section A - Budget Summary**

<b>Jurisdiction:</b>	<b>Apache County</b>	<b>Note: Complete the shaded sections only.</b>				
<b>Grant Program</b>	<b>Catalog of Federal</b>	<b>This worksheet should reflect your total budget.</b>				
<b>Function or Activity (a)</b>	<b>Domestic Assistance Number (b)</b>	<b>Estimated Unobligated Funds</b>		<b>New or Revised Budget</b>		
		<b>Federal (c)</b>	<b>Non-Federal (d)</b>	<b>Federal (e)</b>	<b>Non-Federal (f)</b>	<b>Total (g)</b>
1. EMPG	97.042			\$ 125,184.38	\$ 125,184.38	\$ 250,368.76
2						
5. Totals				\$ 125,184.38	\$ 125,184.38	\$ 250,368.76

**Section B - Budget Categories**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3) Federal	(4) Non-Federal	(5)	
a. Personnel			\$ 46,225.82	\$ 46,225.82	\$ 92,451.64	
b. Fringe Benefits			\$ 25,960.56	\$ 25,960.56	\$ 51,921.12	
c. Travel			\$ 13,000.00	\$ 13,000.00	\$ 26,000.00	
d. Equipment			\$ 29,998.00	\$ 29,998.00	\$ 59,996.00	
e. Supplies			\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	
f. Consultant/Contractual			\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	
g. Other			\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	
h. Total Direct Charges (sum of 6a-6g)			\$ 125,184.38	\$ 125,184.38	\$ 250,368.76	
i. Indirect Charges					\$ -	
j. TOTALS (sum of 6h and 6i)			\$ 125,184.38	\$ 125,184.38	\$ 250,368.76	
7. Program Income						



## ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT ORGANIZATION

Apache County

DATE SUBMITTED

1/15/2013



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: 8/12/13 Signature: *[Handwritten Signature]*

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

*Request approval to enter into an IGA with Apache County and Tucson Electric Power for the purpose of repairing CR4162.*

Date & Time Needed:

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

**MEMORANDUM OF UNDERSTANDING**

**By and between  
APACHE COUNTY**

**And  
TUCSON ELECTRIC POWER**

This Memorandum of Agreement is entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 2013 by and between **APACHE COUNTY BOARD OF SUPERVISORS**, a political subdivision of the State of Arizona, hereinafter referred to as County and **TUCSON ELECTRIC POWER**, hereinafter referred to as TEP, to memorialize an agreement to reconstruct County Road 4162 between US Highway 180/191 and the TEP Springerville Generating Station, hereinafter referred to as SGS

Whereas, County maintains a portion of County Road 4162 which services the SGS, the entirety of the road is 12.8 miles and County maintains 3.8 miles of such road; and,

Whereas, TEP desires to reconstruct the entirety of the Road to improve access to TEP employees, vendors, and others; and,

Whereas, County would be benefitted from the reconstruction of the portion of the Road maintained by County; and,

Whereas, County is willing to allow TEP to reconstruct the Road, and is also willing to contribute certain materials and labor; and,

Whereas, all parties are authorized to enter into this Agreement;

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to reconstruct County Road 4162 as partners in roles described herein, to benefit TEP and the County.

**2. Termination**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, any payments already made to County or APHIS-WS shall not be returned. All property purchased under this Agreement shall remain with the recipient unless otherwise stated.

**3. Provisions**

**A. Obligations of County:**

County agrees to partner in a non-financial role and provide final signage and stripping of the 3.8 mile portion of County Road 4162 owned and controlled by County.

**B. Obligation of TEP:**

Reconstruct County Road 4162, including both TEP owned section and the portion maintained by County. Ensure that such reconstructed Road is adequate and safe for the purpose served by such Road. TEP will utilize the Manual on Uniform Traffic Control Devices (MUTCD) approved traffic

control plans and devices to protect both the traveling public and construction crews performing the road improvements. All industry standard safety practices to safeguard the traveling public during the reconstruction shall be administered by TEP.

#### **4. Cancellation for Conflict of Interest**

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, including County, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

#### **5. Non-discrimination**

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

#### **6. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona

#### **7. Indemnity**

TEP agrees to indemnify County for any damages incurred by County, TEP, or any third party as a result of the reconstruction contemplated by this agreement or the completed road.

\_\_\_\_\_  
Tom White, Chairman  
Apache County Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: \_\_\_\_\_ Signature: *[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take: Request approval of extending the Current MOU with NNDO T and Apache County for a Cooperative Work agreement

Date & Time Needed: \_\_\_\_\_

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

**ATTACHMENT B**

**MEMORADUM OF UNDERSTANDING**

**BETWEEN THE NAVAJO NATION DEPARTMENT OF TRANSPORTATION**

**and**

**APACHE COUNTY, ARIZONA**

This ATTACHMENT B is approved pursuant to the Intergovernmental Agreement between the Navajo Nation and Apache County, effective date September 6, 2012, and Resolution of the NÁABIK' ÍYÁTI' Committee of the Navajo Nation Council. This Attachment B is hereby approved by the signatures below, in accordance with Paragraph VII of the Said MOU, and provides for the following:

1. To extend the time period of the MOU to coincide with the above mentioned IGA to end December 31, 2022.
2. Any amendments, including extension of MOU, must be approved by both parties in writing.

ALL OTHER TERMS AND CONDITIONS OF THE MOU REMAIN UNCHANGED AND IN FORCE.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this MOU Attachment B on the dates shown below:

NAVAJO NATION

\_\_\_\_\_

Ben Shelly, Jr.

President, the Navajo Nation

\_\_\_\_\_

Date

APACHE COUNTY

\_\_\_\_\_

Tom M. White Jr.

Apache County Chairman/Board of Supervisors

\_\_\_\_\_

Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NAVAJO NATION,  
DEPARTMENT OF TRANSPORTATION,  
and  
APACHE COUNTY, ARIZONA

I. PREAMBLE AND BUILDING PRINCIPLES

This Memorandum of Understanding (MOU) is entered into this 22<sup>nd</sup> day of September 2005, between the Navajo Nation, through its Department of Transportation within the Navajo Nation Division of Community Development, hereinafter referred to as "Nation", and Apache County, Arizona, a political subdivision of the State of Arizona, hereinafter referred to as "Apache County".

WHEREAS, the Nation has established its Department of Transportation to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads, and pipelines for the delivery of people, commerce, and goods within the Navajo Nation that is safe and in harmony with nature.

WHEREAS, one of the responsibilities of Apache County is to plan, repair, and maintain existing county school bus routes, and on the Navajo Indian reservation the county participates with an Intergovernmental Agreement with the Navajo Nation and Bureau of Indian Affairs (BIA).

WHEREAS, it is the mutual desire of the Nation and Apache County to achieve their goals and work in harmony for the common purpose of protecting the public health, safety, and welfare of the people of the Navajo Nation and Apache County through an improved relationship between the parties.

WHEREAS, each party to this MOU respects the sovereign status of the other and wish to establish procedures to fully implement the government-to-government relationship. In recognition of the sovereign status of the Nation, Apache County respects the continued existence of the Nation's government, values, cultures, codes, and laws.

WHEREAS, Apache County has authority to enter into this MOU and conduct negotiations concerning issues of mutual concern with the Nation pursuant to the laws of the State of Arizona, specifically A.R.S. 11-952.

WHEREAS, the Nation has authority, as a sovereign nation, to enter into this MOU and conduct negotiations concerning issues of mutual concerns with Apache County.

NOW, THEREFORE, the parties hereto agree to the following:

II. PURPOSES AND OBJECTIVES

- A. This MOU is intended to build confidence and trust between the parties in order to improve communications.
- B. The MOU lays the foundation and framework for developing Memorandums of Agreements (MOAs) and other agreements between the parties to address and resolve specific issues of mutual concern.
- C. The parties mutually agree that this MOU is intended to formalize the government-to-government relationship in accordance with applicable law.
- D. The parties mutually agree that this MOU is intended to recognize the responsibility of each party to protect the public health, safety, and welfare of all persons within their territorial jurisdiction.
- E. The parties mutually agree this MOU is intended to encourage coordination and consultation with one another on matters impacting both parties.
- F. The parties mutually agree an objective of this MOU is to identify and seek to remove any impediments and barriers impairing the ability to work directly and effectively with one another.
- G. The parties mutually agree an objective of this MOU is to incorporate the principles of the MOU into each entity's short and long-term planning, as well as management and planning practices.

III. AGREEMENT AND RESPONSIBILITIES

The Nation and Apache County mutually agree to the following:

- A. The parties will establish a working group composed of representatives of each to carry out the purposes and objectives of this MOU.
- B. The parties agree that the working group will meet, at a minimum, quarterly to establish goals, objectives, and definition of tasks relating to implementation of projects of mutual concern and to identify and seek to remove obstacles impairing the achievement of these goals, objectives, and tasks.

- C. When a specific project has been identified, the working group will meet at its quarterly meeting until the project is completed to discuss the progress and set priorities for the next meeting.
- D. Once a specific project has been identified, the parties will by resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies enter into a "project specific" MOA, or other agreement for the particular project.
- E. After the project is established, an action plan will be created by the working group, which details what the project is and the tasks to be performed by each party, separately or jointly, and the same shall describe the means to be used to complete the project.
- F. The parties agree to work efficiently together in order to enhance each party's participation in the actions of the other party that may affect the interests of both of the parties, including, but not limited to, on-going activities, short-range and long-range planning and decisions and their implementation.
- G. The parties, while acknowledging that funding limitations may exist for either party at any given time, agree to jointly or individually pursue funding for projects especially in instances where imminent danger is identified that affects the health, safety, and welfare of the Navajo and County communities. Nothing in this MOU shall be construed as obligating the parties in the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
- H. The parties recognize implementation of this MOU will require education of members, officials, agents, employees, contractors, and subcontractors of both parties. Therefore, the parties agree to develop strategies for carrying out this educational effort.
- I. The parties recognize that a key principle of the working relationship is to resolve issues of mutual concern and maintain accountability consistent with this MOU. In furtherance of this principle, the Nation representatives to the working group shall be accountable to the Division Director of the Division of Community Development, the President of the Nation, and the Transportation and Community Development Committee of the Navajo Nation Council. The representatives to the working group from Apache County shall be accountable to the Board of County Supervisors.

- J. As a component of the system of accountability, the parties agree that on an annual basis, the working group will review and evaluate its ability to implement the terms of this MOU and will prepare an annual report summarizing this evaluation for the Board of County Supervisors and the Nation's President and Division Director for the Division of Community Development.

#### IV. AGREEMENT TO WORK IN GOOD FAITH:

- A. In good faith, the County Administrator and other County Employees of Apache County, in their official capacity, or through their designee(s), shall endeavor to implement the terms of this MOU.
- B. In good faith, the President of the Navajo Nation or through his designee(s), including the Division Director of Community Development, and the Navajo Department of Transportation Department Manager shall endeavor to implement the terms of this MOU.

#### V. RESERVATION OF RIGHTS

In executing this MOU, neither the Nation, nor Apache County waives any rights, including, but not limited to: treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their protecting laws. Specifically, nothing in this MOU shall be construed as a waiver of sovereign immunity by the Navajo Nation, consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this MOU creates, implies, nor should be construed to create any right of action by either party against each other, or in any third party.

#### VI. DISPUTE RESOLUTION

All disputes and controversies regarding this MOU shall be resolved by the working group.

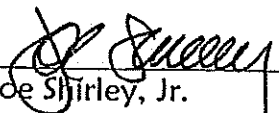
#### VII. EFFECTIVE DATE, TERMINATION AND AMENDMENT

This MOU shall become effective when signed by both parties and shall continue in force for three (3) years. Termination may be initiated by either party after thirty (30) days notice to the other of their intentions to do so.

Amendments, including extension of MOU, must be approved by both parties in writing.

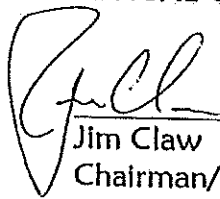
NOW, THEREFORE, the signatory parties have executed this Memorandum of Understanding on the dates affixed by their signatures with as effective date as herein stated.

NAVAJO NATION

  
\_\_\_\_\_  
Joe Shirley, Jr.  
President

OCT 10 2005  
Date

APACHE COUNTY

  
\_\_\_\_\_  
Jim Claw  
Chairman/Board of Supervisors

10/06/05  
Date

**ATTACHMENT A**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NAVAJO NATION,  
DEPARTMENT OF TRANSPORTATION  
and  
APACHE COUNTY, ARIZONA**

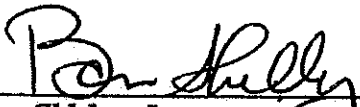
This ATTACHMENT A is approved pursuant to the Intergovernmental Agreement between the Navajo Nation and Apache County, effective date of June 28, 2000, and Resolution No. IGRS-213-05 of the Intergovernmental Relations Committee of the Navajo Nation Council dated September 22, 2005. This Attachment A is hereby approved by the signatures below, in accordance with Paragraph VII of said MOU, and provides for the following:

1. To extend the time period of the MOU for five (5) years. To end on October 10, 2013.
2. Any amendments, including extension of MOU, must be approved by both parties in writing.

**ALL OTHER TERMS AND CONDITIONS OF THE MOU REMAIN UNCHANGED AND IN FORCE.**


**IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU Attachment A on the dates shown below:**

**NAVAJO NATION**

  
\_\_\_\_\_  
Joe Shirley, Jr.  
President, the Navajo Nation

JUL 17 2009  
\_\_\_\_\_  
Date

**APACHE COUNTY**

  
\_\_\_\_\_  
Jim Claw  
Apache County Chairman/Board of Supervisors

06/15/09  
\_\_\_\_\_  
Date

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

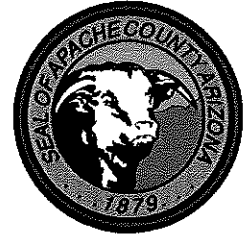
**TOM M. WHITE, JR.**  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

**BARRY WELLER**  
VICE-CHAIR 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



DELWIN P. WENGERT, MANAGER-CLERK  
ST. JOHNS, AZ 85936

**SEPTEMBER 17, 2013  
"Constitution Day"**

**WHEREAS**, the Constitution of the United States was signed on September 17, 1787 by the delegates of the Constitutional Convention in Philadelphia, Pennsylvania ; and

**WHEREAS**, the basic document contained just seven articles which described how the federal government was to operate; and

**WHEREAS**, until the constitution was ratified by the states did the Bill of Rights become codified into the Constitution as the first ten amendments to the Constitution; and

**WHEREAS**, no other government had ever operated by a constitution that enumerated its responsibilities to the governed; and

**WHEREAS**, in December, 2004 a federal law was enacted proclaiming September 17<sup>th</sup> as "Constitution Day and Citizenship Day"; and

**WHEREAS**, for the citizens of this nation to remain free, the Constitution as the Founders wrote it must be adhered to as it was intended. Far too many brave men and women over two plus centuries have paid the ultimate price for its preservation.

**NOW, THEREFORE, BE IT RESOLVED** that the Apache County Board of Supervisors, do hereby proclaim September 17 as **Constitution Day and Citizenship Day** and urge all residents of Apache County and the Apache County staff to celebrate the 223<sup>rd</sup> anniversary of the signing of the Constitution.

**PASSED, ADOPTED AND APPROVED** by the Board of Supervisors on September 17, 2013.

\_\_\_\_\_  
**Tom M. White, Jr., Chairman**

**Attest:**

\_\_\_\_\_  
**Delwin Wengert, Clerk of the Board**

DEBORAH K. GALE  
County Administrator  
(928) 865-2310

YVONNE PEARSON  
Clerk of the Board  
(928) 865-2072

FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS  
P.O. BOX 908  
253 5<sup>TH</sup> STREET  
CLIFTON, AZ 85533

DAVID GOMEZ  
District 1

RON CAMPBELL  
District 2

ROBERT CORBELL  
District

DATE: September 10, 2013  
TO: Apache, Gila, Graham, La Paz, Navajo & Santa Cruz Counties  
RE: September 2013 Small County Forum

Greenlee County will host the **SMALL COUNTY FORUM** on Wednesday, September 18, 2013, at 6:00 p.m. at the CSA Conference Room, 1905 W. Washington Street, Phoenix, AZ.

Dinner will consist of Honey Bear's BBQ and a selection of sides.

Please RSVP to Yvonne Pearson or Caitlin Young no later than 5:00 p.m. on Friday, September 13<sup>th</sup> at [ypearson@co.greenlee.az.us](mailto:ypearson@co.greenlee.az.us) or [cyoung@co.greenlee.az.us](mailto:cyoung@co.greenlee.az.us) or by phone at 928-865-2072. Please forward agenda items no later than 5:00 p.m. on Monday, September 16<sup>th</sup>.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

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

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

Presentation by Jack Husted  
Consultant for the White Mountain Regional Transportation  
Committee. 5-10 minutes

Date & Time Needed:

9-17-13

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

## Beth Bond

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**From:** Yvonne Ortega <yvonneo@countysupervisors.org>  
**Sent:** Wednesday, September 04, 2013 5:41 PM  
**To:** Beth Bond  
**Subject:** RE: Reminder: CSA Presentation to the Apache County Board of Supervisors - August 12, 2013

Hi Beth,  
It was rescheduled for Tuesday, September 17<sup>th</sup>.

Please let me know what time Craig should be at your office and if there are any changes to the information below.

### Apache County Presentation

**Date:** Tuesday, September 17, 2013  
**Time:** 8:30 a.m. - BOS meeting  
**Handouts:** CSA will provide color handouts for distribution – Please let me know how many you will need  
**Media:** E-mail presentation to Beth Bond at [bbond@co.apache.az.us](mailto:bbond@co.apache.az.us)  
Laptop and projector will be provided by the county  
**Contact:** Beth Bond  
**Phone:** (928) 337-4364  
**E-mail:** [bbond@co.apache.az.us](mailto:bbond@co.apache.az.us)  
**CSA Staff:** Craig Sullivan, CSA Executive Director

Thanks,



*Yvonne M. Ortega*  
County Supervisors Association  
Direct: (602) 452-4514  
Office: (602) 252-5521  
[Yvonneo@countysupervisors.org](mailto:Yvonneo@countysupervisors.org)

**From:** Beth Bond [mailto:[bbond@co.apache.az.us](mailto:bbond@co.apache.az.us)]  
**Sent:** Wednesday, September 04, 2013 5:35 PM  
**To:** Yvonne Ortega  
**Subject:** RE: Reminder: CSA Presentation to the Apache County Board of Supervisors - August 12, 2013

Hi Yvonne: I think I lost track of when we rescheduled Craig to present an update to the Board. Was it the 17<sup>th</sup> of September?? And to answer your question, our meetings now run closer to an hour.

Talk to ya soon!

*Beth Bond*

Apache County  
Assistant Clerk of the Board  
928-337-7502