



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

September 2, 2014

**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 OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
September 2, 2014**

1. Discussion and possible approval of lease agreement between the Sanders Unified School District #18 and the Apache County Library District effective July 1, 2014 through June 30, 2015 in the amount of \$300 per month.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
September 2, 2014**

1. Discussion and possible approval of Intergovernmental Contract #ADHS12-007883 Emergency Preparedness Program Amendment #6.

2. Discussion and possible approval of an Intergovernmental Agreement ADHS11-006947 Health Start Program Amendment #3 which extends the contract through September 2015 and adds the provision to Suspension or Debarment Status and Data Universal Numbering System (DUNS) requirement.
3. Discussion and possible approval of the revised Public Health Emergency Preparedness Manager job description and new salary range. Salary range in being reduced from Range 53 (\$46,944-\$70,417) to Range 44 (37,590-\$56,385) this is a grant funded position.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
September 2, 2014**

1. Round Valley Rodeo Committee: Update on the outcome of the 4th of July rodeo and present reimbursement funds to the Board of Supervisors.
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 or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated July 22, 2014 and August 18, 2014.
- *B. Request approval of demands dated August 18, 2014 – September 2, 2014. (August 18, 19, 20, 21, 26, 27, & 28, 2014). Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
3. Engineering Department: Discussion and possible approval to enter into Task Agreement #2 with the BIA-Division of Transportation, Chinle Agency, and Apache County for the purpose of road maintenance on BIA routes.
4. Engineering Department: Discussion and possible approval to award Bid #201502 for the Chinle Fuel System to D& H Petroleum.
5. Engineering Department: Discussion and possible approval of Resource Advisory Committee (RAC) grants from United States Department of Agriculture (USDA) for road material to be applied to County Road 3140 (in Vernon) in the amount of \$71,250 and County Road 4140 (in Eagar) in the amount of \$14,345.
6. Election Department: Discussion and possible approval of the Primary Election Canvass that was held on August 26, 2014.

7. County Attorney's Office; Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(4), discussion and possible action related to a settlement payment method for Transwestern Pipeline related to valuation of property performed by Arizona Department of Revenue.
8. County Manager's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A) (4), discussion and possible action related to the proposed 10(j) rule modification by the United States Fish & Wildlife Services (USFWS).
9. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted: 8/27/14 at 1:00 a.m. (p.m.) by PB

Delwin Wengert

Delwin Wengert, Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: August 11, 2014 Judith 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 lease agreement between the Sanders Unified School District #18 and the Apache County Library District effective July 1, 2014 through June 30, 2015 in the amount of \$300.00 per month.

BOS Meeting Date Requested ~~08/18/2014~~ 9.2.2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review

Signature:

Other Review:

Signature:

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

SANDERS UNIFIED SCHOOL DISTRICT NO. 18

P.O. Box 250

Sanders, Arizona 86512

Phone: (928) 688-4760

Fax: (928) 688-4210

LEASE

This Lease is made and entered into on this 1st day of July 2014 by and between Sanders Unified School District No. 18 of Apache County (Lessor) and the Apache County Library District (Lessee).

RECITALS

WHEREAS, Lessee desires to lease space from Lessor for use as an educational site for the Apache County Library District; and

WHEREAS, Lessor is willing to provide space for such purpose in the terms and conditions hereinafter set forth; and

WHEREAS, Lessor is authorized to enter this Agreement pursuant to A.R.S. § 15-342(9)

THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Premises.** Lessor hereby leases to Lessee Rooms Forty-one (41), and Forty-three (43) of the Yellow Building (Leased Premises) for use as a community library.
2. **Term.** This Lease will remain in force for a period of one year, commencing on the 1st day of July, 2014 and ending on the 30th day of June, 2015.
3. **Renewal.** Renewals of this Lease shall not be automatic. Ninety (90) days prior to expiration of current Lease term, Lessee may request an extension of this Lease for a period of one (1) year commencing on the day the current term expires and ending one year from that date. Such renewal requests must be made in writing, addressed to the individual contact designated in this lease or otherwise designated in writing and acknowledged by both parties. The Governing Board must approve all Lease extensions.
4. **Termination.** Either party to this Lease may terminate this Lease by giving the other party ninety (90) days written notice addressed to the individual or contact designated in the Lease or otherwise designated in writing and acknowledged by both parties. Lessor may automatically terminate this Lease upon thirty (30) days' notice to Lessee for

Lessee's nonpayment of rent. The parties hereby acknowledge and agree to the applicability of A.R.S. § 38-511.

5. **Rent.** Rent, in the amount of three hundred and 00/100 dollars (\$300.00) per month shall be paid by Lessee to Lessor in advance on the first day of each month, which covers all Lessee space here in described. Lessor may adjust the rent at the beginning if any renewal of the lease.
6. **Utility Expenses.** During the term of this Lease or any renewal, Lessee shall be responsible for paying electric and propane utility expenses associated with the Leased Premises. Lessor shall make arrangements with local propane and electric utility companies to create separate utility accounts in the name of the Lessee to cover the Leased Premises. Lessee shall be responsible for maintain these accounts with the utility providers. Lessor agrees to pay for water.
7. **Maintenance.** For the length of the Lease Term, all maintenance shall be provided by the Lessee including painting electrical fixtures, (including replacement of light bulbs and ballasts) locks, windows, heating and cooling equipment, etc. within the Leased Premises. In the event that Lessee is issued keys by Lessor which are lost, all costs to re-key the Leased Premises, and any other locks of Lessor accessed or had access to via the lost key shall be borne by Lessee.
8. **Remodeling.** Lessee is solely responsible for all remodeling costs associated with its use of the Leased Premises.
9. **Insurance and Indemnity.** Lessee shall at all times during the Term or renewal of this Lease maintain policies of insurance consisting of general liability, worker's compensation and employee's liability and property coverage in an amount consistent with industry standards. All such insurance shall, if available, name Lessor, its Governing Board members, officers, employees and agents as additional insured, and shall be primary to any other available insurance. Lessee shall indemnify and save Lessor harmless from and against any and all claims, demands, actions, damages, liability and expense (including attorney's fees and costs) in connection with loss of life, personal injury, and/or property damage arising from or out of any occurrence in, upon, or at the premises leased hereunder, or from Lessee's occupancy thereof.
10. **Assignment and Subletting.** Lessee may not assign this Lease or sublet the Lease Premises.
11. **Notices.** Any notice required hereunder shall be in writing and given by mailing the same by United States Mail, registered or certified, return receipt requested, addressed as follows:

Lessor: Sanders Unified School District
P.O. Box 250
Sanders, AZ 86512

Contact Person: _____
Business Manager

Lessee: Apache County Library District
P.O. Box 2760
St. Johns, AZ 85936

Contact Person: Judith Pepple
Judith Pepple

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease through their respective, duly authorized officers as of the day and year first above written.

Lessor: By: M. Murphy
Superintendent

Lessee: By: _____

Name & Title
Tom M. White, Jr.
Chairman of the Board
of Supervisors

Both 8-7
Both 8-18

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director

Date/Signature: 08/04/14

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 Contract # ADHS12-007883 Emergency Preparedness Program Amendment # 6: 1. This replaces the Amendment #5 Price Sheet. The total Price Sheet for FY15 is \$208,918.37. 2. Amendment #6 Attachment A replaces Amendment #5 Attachment A, County Requirements and Deliverables Document, pages 4-19. 3. Amendment #6 also replaces the Contract Terms and Conditions Provision 18, Health Insurance Portability and Accountability of 1996 HIPAA.

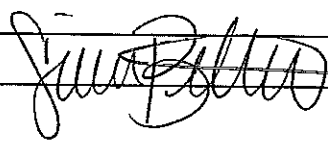
PRE-AGENDA ITEM REVIEW

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

Legal Review: see email

Signature: _____

Finance Review: _____

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

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

Contract No: **ADHS12-007883**

Amendment No. **6**

Emergency Preparedness Program

Effective July 1, 2014, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Amendment Five (5) Price Sheet, with Price Sheet page Three (3) of this Amendment Six (6). The Total Price Sheet for FY15 is **\$208,918.37**.
2. Replace Amendment Five (5) Attachment A with Attachment A, County Requirements and Deliverables Document, pages Four (4) through Nineteen (19), of this Amendment Six (6).
3. Delete in its entirety, Contract Terms and Conditions Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) and replace with the following:

Continued on next page.

<p>Apache County Health District Contractor Name</p> <p>PO Box 697 Address</p> <p>St. Johns AZ 85936 City State Zip</p>	<p align="center">CONTRACTOR SIGNATURE</p> <p>_____ Contractor Authorized Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE</p> <p>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.</p>	<p>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.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 20____</p>
<p>Signature _____ Date _____</p> <p>Printed Name _____</p>	<p>_____ Procurement Officer</p>
<p>Attorney General Contract No. P00120143000078, 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.</p>	<p>Reserved for use by the Secretary of State</p> <p align="center">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.</p>
<p>Signature _____ Date _____</p> <p>Assistant Attorney General</p> <p>Printed Name: _____</p>	



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18. Health Insurance Portability and Accountability Act of 1996

- 18.1 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 Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security 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.
- 18.2 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 ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

All other provisions of this agreement remain unchanged.



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PRICE SHEET

Fixed Price July 1, 2014 – June 30, 2015

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$208,918.37	\$208,918.37
Total			\$208,918.37



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ATTACHMENT A

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
COUNTY REQUIREMENTS & DELIVERABLES DOCUMENT**

BUDGET PERIOD 3 (BP3)

Period of performance

(July 1, 2014 – June 30, 2015)



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Procurement Officer:
Ana Shoshtarikj

1. INTRODUCTION

1.1 Approaching Budget Period Three (July 1st, 2014 – June 30th, 2015), continuous efforts are made to expand the preparedness capabilities based on the Five-Year Plan and the Capability Planning Guide (CPG) data. Based on the above and the guidance set forth by the Center for Disease Control (CDC), Arizona Department of Health Services (ADHS) has developed the Requirement and Deliverable Document for Counties. The first section of this document outlines the requirements set forth by CDC and ADHS that all County partners shall address and ensure are being met in BP3. The section portion covers the goals, objectives, and outcomes that shall be achieved for each capability within BP3. Progress shall be measured on these goals and objectives throughout the year through frequent communication and mid-year report.

1.2 Table One (1) and Attachment B included herein provide additional information for the County partners.

2. PROGRAM REQUIREMENTS

As a recipient of the Public Health Emergency Preparedness (PHEP) funds from the ADHS, Grantee is required to adhere to Federal and State Grant requirements. Listed below are the Program requirements for the PHEP grant.

3. MEETINGS

3.1 ADHS Sponsored Grant Meetings (Two (2) events annually)

3.1.1 Semi-annual ADHS sponsored All-Partners Workshop meeting shall be attended,

3.1.2 Regional ADHS sponsored Business Meeting shall be attended. ADHS shall hold one Business Meeting in each of the four (4) Healthcare Coalition Regions within the State.

3.2 Healthcare Coalition Meeting

3.2.1 Healthcare Coalition meetings shall be attended in the appropriate region. Regions are divided as following:

3.2.1.1 Northern Region

3.2.1.1.1 County Representatives: Apache County, Coconino County, Navajo County and Yavapai County.

3.2.1.1.2 Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe.

3.2.1.2 Western Region

3.2.1.2.1 County Representatives: La Paz County, Mohave County and Yuma County.

3.2.1.2.2 Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab- Paiute Tribe and Quechan Tribe.

3.2.1.3 Central Region

3.2.1.3.1 County Representatives: Gila County, Maricopa County and Pinal County.

3.2.1.3.2 Tribal Representatives: Gila River Indian Community.



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3.2.1.4 Southeastern Region

3.2.1.4.1 County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County.

3.2.1.4.2 Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe and Tohono O'odham Nation.

4. FINANCIAL REQUIREMENTS

4.1 Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient shall include in their budget submission the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding.

4.2 Inventory

Inventory list shall be provided to ADHS upon request. The Inventory List shall include all capital equipment.

4.3 Budget Allocation

4.3.1 The budget tool developed by ADHS shall be completed, document signed and returned to ADHS for review and approval. ADHS will not release funding to the County until the budget has been approved.

4.3.2 All activities and procurements funded through the PHEP grant shall be aligned with Grantee's budget/spend plan and work plan which should help reaching the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities shall be approved by ADHS before PHEP funds can be utilized on those activities/items.

4.3.3 Counties shall follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.

4.4 Grant Activity Oversight

4.4.1 PHEP Coordinator shall be appointed by the County on full or part-time basis.

4.4.2 The PHEP Coordinator shall be the main point of contact for ADHS with the County in regards to the PHEP grant and shall have the responsibility for oversight of all grant related activities.

4.4.3 PHEP Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met.

4.4.4 PHEP Coordinator shall coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.

4.5 Employee Certifications

4.5.1 PHEP Recipients are required to adhere to all applicable Federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award.



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4.5.2 Certification forms shall be prepared semiannually signed by the employee or a supervisory official who has firsthand knowledge of the work performed by the employee.

4.5.3 Split funded employees are required to maintain Labor Activity Reports (to be provided as requested). These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.6 Performance

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

5. EXERCISES

5.1 Emergency Operation Coordination

5.1.1 Documentation shall be maintained of all collaborative efforts with local and State emergency management.

5.1.2 The County PHEP program shall establish and maintain a collaborative working relationship with emergency management. This shall include but not limited to:

5.1.2.1 Emergency communication plan,

5.1.2.2 Strategies for addressing emergency events, and

5.1.2.3 Consequences management of power failures, natural disasters and other events that would affect public health.

5.1.3 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity.

5.1.4 Provide documentation to support discussion on the order process in WebEOC.

5.2 Multi-Year Training and Exercise Workshop (MYTEP)

5.2.1 Each County shall attend the annual ADHS Training and Exercise Planning Workshop in June, 2015.

5.2.2 Each County shall submit their final training and exercise plans no later than August 1, 2014.

5.2.2.1 Training and exercise plans shall contain proposed events from July 1, 2014 through June 30, 2019.

5.2.2.2 Plans shall be submitted on the ADHS provided templates.

5.2.2.3 Trainings and exercises shall be gap based. Proposed training and/or exercises shall be based on an identified gap from a previous exercise, response, risk assessment, or other documented source.

6. EXERCISE IMPLEMENTATION CRITERIA

6.1 Homeland Security Exercise and Evaluation Program



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Sub-awardees shall conduct preparedness exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

- 6.1.1 Exercise Design and Development;
- 6.1.2 Exercise Conduct;
- 6.1.3 Exercise Evaluation; and
- 6.1.4 Improvement Planning.

Information on the April 2013 HSEEP guidelines and exercise policy: <https://www.llis.dhs.gov/hseep>

6.2 ADHS Coordination

- 6.2.1 To meet the criteria as a qualified exercise, all PHEP sub-awardee exercises shall be coordinated with ADHS and approved prior to the initial planning meeting. ADHS shall be continuously updated throughout the remainder of the planning process.
- 6.2.2 To comply with the exercise implementation criteria, the HSEEP process and guidance shall be used along with respective templates.

6.3 Healthcare Coalition Exercises

Each Healthcare Coalition (Northern, Central, Western, and Southeastern) shall have an exercise in BP3 that shall require the County's participation. Date shall be determined.

6.4 At-Risk Individuals

- 6.4.1 Within each exercise, provisions for the needs of at-risk individuals shall be included.
- 6.4.2 HPP- PHEP sub-awardees shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP).
- 6.4.3 U.S. Department of Health and Human Services' definition of "at-risk" population is available at the following website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

6.5 Exemption

County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement if the response was sufficient in scope and the AAR/IPs adequately detail which PHEP capabilities were tested and evaluated. Such situation shall be addressed on an as-requested basis.

6.6 Exercise Evaluation Criteria

- 6.6.1 PHEP exercise shall address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk shall be produced mapping PHP capabilities with core capabilities.
- 6.6.2 At a minimum, each County shall demonstrate and validate healthcare coalition participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.
 - 6.6.2.1 These capabilities are:



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6.6.2.1.1. Capability 3: Emergency Operations Coordination

6.6.2.1.2. Capability 6: Information Sharing.

6.6.3 PHEP Qualifying Exercises:

6.6.3.1 An exercise that meets PHEP-specific qualifying exercise implementation criteria and the specific HPP evaluation criteria.

7. INFORMATION SERVICES

7.1 Access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/text alerts is required.

7.2 Each County shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.

7.3 Each County shall participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group.

7.4 Each County shall be able to utilize the following Communication systems:

7.4.1 HSP

7.4.2 EMResource,

7.4.3 EMTrack,

7.4.4 ESAR-VHP,

7.4.5 AZHAN,

7.4.6 IRMS,

7.4.7 800 radios, and

7.4.8 WebEOC

7.5 Training on the systems and platforms shall be provided by ADHS as needed.

8. REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant shall be reported in a timely manner, ensuring ADHS has adequate time to compile the information and submit to CDC.

8.1 Mid-Year Report

8.1.1 Mid-Year report templates shall be provided by ADHS in advance of the Due Date.

8.1.1.1 Estimated Due Date is December 2014

8.1.2 CDC Performance Measures templates (if applicable) shall be provided by ADHS in advance of the Due Date.



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Procurement Officer:
Ana Shoshtarikj

8.1.2.1 Estimated Due Date shall be determined.

8.1.3 Updated Public Health Emergency Contact list shall be provided to ADHS semi-annually. By each County. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the Health Services Portal (HSP).

8.1.3.1 The contact information for each individual shall include:

8.1.3.2.1 Individual's name,

8.1.3.2.2 ICS title,

8.1.3.2.3 Non-emergency position title,

8.1.3.2.4 Telephone numbers (Office, Mobile, and Home), and

8.1.3.2.5 Primary email address.

8.2 Annual Report

8.2.1 Annual Report template shall be provided by ADHS in advance of the Due Date.

8.2.1.1 Due Date shall be determined.

8.3 After Action Report/Improvement Plan

8.3.1 Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.

8.3.2 After a stand-alone DSNS drill, an AAR and an IP shall be provided to the ADHS SNS Coordinator.

8.3.3 AARs shall be submitted to ADHS within sixty (60) days after the exercise.

8.4 Training Validation Reports

A training validation report shall be provided to ADHS by the end of Budget Period Three (3), using the ADHS template located in the HSP. This report shall be a summary of trainings actually conducted in BP3.

9. CAPABILITIES AND COUNTY DELIVERABLES

9.1 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:

9.1.1 Support the development of public health, medical, and mental/behavioral health systems that support recovery;



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

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

Contract No: **ADHS12-007883**

Amendment No. **6**

- 9.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incident;
- 9.1.3 Promote awareness of and access to medical and mental/behavioral health two (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;
- 9.1.4 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; and
- 9.1.5 Identify those populations that may be at higher risk for adverse health outcomes

9.2 COUNTY DELIVERABLES

- 9.2.1 Ensure plans include a jurisdictional risk assessment, utilizing an all-hazards approach with input and assistance of the following elements:
 - 9.2.1.1 Public health and non-public health subject matter experts; and
 - 9.2.1.2 Existing inputs from emergency management risk assessment data, health department programs, community engagements, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities

9.3 CAPABILITY 2: COMMUNITY RECOVERY

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.

- 9.3.1 This capability supports National Health Security Strategy Objective Eight (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.

9.4 COUNTY DELIVERABLES

Ensure written plans include processes for collaborating with community organizations, emergency management, and health care organizations to identify public health, medical, and mental/behavioral health system recovery needs for the counties identified hazards. Written plans should include the following elements (either as a standalone Public Health Continuity of Operations plan or as a component of another plan):

- 9.4.1 Definitions and identification of essential services needed to sustain agency mission and operations;
- 9.4.2 Plans to sustain essential services regardless of the nature of the incident;
- 9.4.3 Scalable work force reduction; and



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9.4.4 Collaborate with ADHS to develop functional exercises in your region to test multiple capabilities including Recovery.

9.4.4.1 Each County shall participate in a regional focused functional exercise in BP3. These exercises shall test your ability to stand up and operate your EOC, recovery operations shall be included to test plans and processes to support Continuity of Operations Plans.

9.5 CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION

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.

9.6 COUNTY DELIVERABLES

9.6.1 Participate in a Functional Exercise conducted within your respective region.

9.6.1.1 Participate in at least one functional exercise to test their ability to stand up and operate their EOC during a public health incident.

9.6.2 Maintain documentation of all collaborative efforts with local and State emergency management.

9.6.3 County/Tribal PHEP program must establish and maintain a collaborative working relationship with emergency management. This must include but not be limited to; Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.

9.6.4 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity

9.6.5 Provide documentation to support discussion on the order process in Web-EOC.

9.7 CAPABILITY 4: EMERGENCY PUBLIC INFORMATION AND WARNING

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.

9.8 COUNTY DELIVERABLES

9.8.1 Participate in the development of Public Information and Warning messaging during a functional exercise.

9.8.1.1 When participating in your regionally based functional exercise, work to develop and disseminate public health messaging and test the communication pathways utilized to communicate that message to the public.

9.9 CAPABILITY 5: FATALITY MANAGEMENT

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



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Procurement Officer:
Ana Shoshtarkj

personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident.

9.10 COUNTY DELIVERABLES

9.10.1 Participate in the Fatality Management Workshop held by ADHS.

9.10.1.1 Participate in the Fatality Management workshop conducted by ADHS to gain additional insight into the State's and other County's capability to manage mass fatalities and the work each is completing to improve that capability.

9.11 CAPABILITY 6: INFORMATION SHARING

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.

9.12 COUNTY DELIVERABLES

9.12.1 Participate in Communication testing scenarios developed and administered by ADHS.

9.12.1.1 Each County should regularly participate in the Communication testing scenarios to ensure your communication systems and platforms are capable of receiving and disseminating information from the multiple platforms.

9.13 CAPABILITY 7: MASS CARE

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.

9.14 COUNTY DELIVERABLES

9.14.1 Review and update County's sheltering plan.

9.14.1.1 County shall review and update their plan to support shelter operations in coordination with local Emergency Management. Sheltering plans shall incorporate the needs for At-Risk Individuals and Functional and Access Needs Individuals.

9.15 CAPABILITY 8: MEDICAL COUNTERMEASURE DISPENSING

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.

9.16 COUNTY DELIVERABLES (NON-CRI Counties)

9.16.1 Complete a self-assessment of your county's MCM plan.

9.16.1.1 ADHS shall provide self-assessment template to utilize during your review.

9.16.2 Ensure your County's Receipt, Stage, and Store (RSS) site survey information is current and has been reviewed within the last three (3) years.



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9.16.2.1 Provide ADHS your completed self-assessment template, current MCM plan, and current RSS site survey as part of the Mid-Year Report.

9.17 CAPABILITY 9: MEDICAL MATERIEL MANAGEMENT & DISTRIBUTION

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.

9.18 COUNTY DELIVERABLES:

9.18.1 Participate in Inventory Management System quarterly drills.

9.18.2 Cities Readiness Initiative (CRI) Drill Requirement

9.18.2.1 Maricopa County and Pinal County shall conduct at least three (3) different SNS drills utilizing the templates provided by DSNS/ADHS. An executive summary and an improvement plan shall be submitted for each drill.

9.18.2.2 Provide ADHS with the drill results by March 30, 2015

9.18.2.3 List of Drills that can be conducted:

9.18.2.3.1 Staff notification, acknowledgement and assembly;

9.18.2.3.2 Site activation: notification, acknowledgement and assembly;

9.18.2.3.3 Facility Setup;

9.18.2.3.4 Pick List Generation;

9.18.2.3.5 Dispensing Throughput; and

9.18.2.3.6 Public Health Decision Making Tool.

9.19 CAPABILITY 10: MEDICAL SURGE


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.

9.20 COUNTY DELIVERABLES:

9.20.1 Review/update plans.

9.20.1.1 Written plans should include documentation of staff assigned and trained in advance to fill public health incident management roles as applicable to a given response. Local Health Departments must be prepared to staff emergency operations centers at agency and local levels as necessary. (Local Health Departments shall provide a copy of a PHIMS chart that correlates to the functional drill with local emergency management and the state).

9.20.2 Crisis Standard of Care (CSC) Workshop.

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9.20.2.1 Each County is encouraged to participate in the CSC workshop to provide feedback and input on the CSC plan.

9.21 CAPABILITY 11: NON-PHARMACEUTICAL INTERVENTIONS

Definition: Non-pharmaceutical interventions (NPI) 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:

- 9.21.1 Isolation and quarantine;
- 9.21.2 Restrictions on movement and travel advisory/warnings;
- 9.21.3 Social distancing;
- 9.21.4 External decontamination;
- 9.21.5 Hygiene; and
- 9.21.6 Precautionary protective behaviors.

9.22 COUNTY DELIVERABLES:

9.22.1 Collaborate with ADHS to develop or review local health department NPI plans.

9.22.1.1 Written plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction's identified risks, that was developed in conjunction with partner agencies (e.g., state environmental health, state occupational health and safety, and hazard-specific subject matter experts) and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles. Roles for consideration may include the following elements:

- 9.22.1.1.1 Conducting environmental health assessments;
- 9.22.1.1.2 Potable water inspections; and
- 9.22.1.1.3 Field surveillance interviews.

9.22.2 Complete the biannual Performance Measure Report Form.

9.22.2.1 Local Health Department shall complete the biannual performance measure report form distributed by ADHS for use in identifying gaps in planning and implementation of interventions in the jurisdiction. Performance measure report information shall be utilized for mid-year and end-of-year grant reporting for PHEP deliverables.

9.23 CAPABILITY 13: PUBLIC HEALTH SURVEILLANCE AND EPIDEMIOLOGICAL INVESTIGATION

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.

9.24 COUNTY DELIVERABLES



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9.24.1 Participate in State Testing of the Communicable Disease On-Call System.

9.24.1.1 Local Department of Health 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. Jurisdictions shall complete the disease scenario evaluation form and return to ADHS.

9.24.2 Enter Information into MEDSIS as Required and Provide ADHS Staff with Current Contact Information for MEDSIS Liaisons.

9.24.2.1 Arizona utilizes MEDSIS to conduct reportable disease surveillance. Jurisdictions shall enter information into MEDSIS according to the MEDSIS policies and procedures. Jurisdictions shall maintain a primary MEDSIS liaison and backup and notify ADHS of any changes to the liaison roles or their contact information at the time of the change. 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.

9.24.3 Conduct Outreach to Delayed Reporters.

9.24.3.1 Local Health Department 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 activities. Report on the percentage of delayed reporters educated about timeliness of reporting.

9.24.4 Participate in Epidemiology Trainings and Exercises.

9.24.4.1 It is recommended Local Health Department participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least ten (10) out of twelve (12)), "How to" Presentations (at least eighty percent (80%)) and the Arizona Infectious Disease Training and Exercise. Attendance shall be monitored by ADHS for use in grant reporting.

9.24.5 Conduct Investigations of Reported Infectious Diseases and Public Health Incidents.

9.24.5.1 Local Health Departments shall investigate and report cases of infectious disease as required by Arizona rules and statutes and MEDSIS policies and procedures. Investigation actions should be documented and include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation. Outbreak investigations should begin within 24hrs of receipt of report. For outbreak cases with a focused questionnaire, interview shall be conducted within 48 hours.

9.24.6 Report All Identified Outbreaks Within 24 Hours.

9.24.6.1 Local Health Departments shall report all identified outbreaks to ADHS within 24 hours utilizing the MEDSIS Outbreak Module; include documentation on outbreak investigation activities as part of jurisdictional mid-year and end-of-year reports to ADHS. At a minimum, include the following information: Outbreak Name, Date Reported to Local Health, Morbidity, Type of Setting, and County of Outbreak Exposure.

9.24.7 Submit Outbreak Summaries to ADHS.



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- 9.24.7.1 Outbreak summaries must be submitted to ADHS utilizing the MEDSIS Outbreak Module within 30 days of outbreak closure for all outbreaks investigated. Summary forms must contain all required minimal elements. *(See Appendix 1)
- 9.24.8 Complete the Monthly Performance Measure Report Form.
- 9.24.8.1 Local Health Departments shall complete the monthly performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting, completeness of interviews and monitoring outbreaks in the jurisdiction. Performance measure report information shall be utilized for mid-year and end-of-year grant reporting for both PHEP and ELC grant deliverables.
- 9.24.9 Conduct Epidemiology Program Evaluations.
- 9.24.9.1 Recommend Local Health Departments participate in regular meetings and/or conference calls with ADHS regarding evaluation activities by providing feedback and assisting in the refinement of evaluation questions and determining best methods for implementation of findings/recommendations.
- 9.25 CAPABILITY 14: RESPONDER SAFETY AND HEALTH
- 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.
- 9.26 COUNTY DELIVERABLES:
- 9.26.1 Review/update plans to include documentation of the safety and health risk scenarios likely to be faced by public health responders, based on pre-identified jurisdictional incident risks, which are developed in consultation with partner agencies.
- 9.26.1.1 Plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction have identified risks that were developed in conjunction with partner agencies and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles.
- 9.27 CAPABILITY 15: VOLUNTEER MANAGEMENT
- 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.
- 9.27.1 Review Volunteer Management plans to ensure processes are identified to manage spontaneous volunteers to include communication pathways, and a method to refer spontaneous volunteers to other organizations.



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Contract No: **ADHS12-007883**


Amendment No. **6**

Procurement Officer:
Ana Shoshtarikj

Table One (1)

DELIVERABLES AT-A-GLANCE

PROGRAM	
1	Attend All Partners Meeting
2	Attend ADHS Business Meeting
3	Attend your Region's Healthcare Coalition Meetings
4	Submit Budget and Work Plan
5	Attend Multi-Year Training and Exercise Workshop (MYTEP)
6	Submit Training and Exercise Plan
7	Have or have access to an Alert System
8	Provide ADHS a list of systems utilized in your EOC and for information sharing
9	Participate in Communication Pathway testing scenarios on a regularly basis
10	Submit Mid-Year and Annual Reports
11	Submit AAR/IPs to ADHS
12	Submit Training Validation Report
COUNTY	
13	Participate in a Functional Exercise to test ability to stand up and operate EOC
14	Participate in the Fatality Management Workshop
15	Review and update Mass Care/Sheltering Plans to incorporate additional measures to address At-Risk and Functional & Access Needs
16	Complete MCM Self-Assessment Tool and Submit MCM Plans to ADHS
17	Review RSS Site Survey and submit to ADHS
18	Participate in quarterly Inventory Management System drills
19	Complete 3 SNS Drills (CRI Counties – Maricopa and Pinal)
20	Collaborate w/ ADHS on NPI plan reviews and to complete bi-annual performance measure report
21	Participate in Epidemiology Trainings and Exercises
22	Conduct investigations, report outbreaks, conduct outreach to delayed reporters, submit summaries of outbreaks, complete monthly performance measure report, & enter info into MEDSIS

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ATTACHMENT B

OUTBREAK SUMMARY FORM MINIMAL ELEMENTS

The following elements shall be completed on the ADHS Outbreak Summary Report Form, for the minimal elements to be considered complete:

1. For **CONTEXT**:
 - 1.1. County of Exposure;
 - 1.2. Case Information: # primary ill; # susceptible;
 - 1.3. Primary setting of exposure; and
 - 1.4. Could etiology be determined.
2. For **INITIATION of INVESTIGATION**:
 - 2.1. Date LHD first (1st) notified;
 - 2.2. Date ADHS first (1st) notified; and
 - 2.3. Date Investigation started.
3. For **INVESTIGATION METHODS**:
 - 3.1. Case Definition: Confirmed case; Probable Case; Suspect case (at least one should be filled out);
 - 3.2. Other Actions & Investigation methods: Interviewed cases; Interviewed controls; epi studies; traceback; case/pt samples; environmental samples, environmental health assessment; facility/establishment investigation (at least one should be filled out);
 - 3.3. Were specimens collected; and
 - 3.4. If yes, what is the confirmed etiology.
4. For **INVESTIGATION FINDINGS**:
 - 4.1. Were specimens collected;
 - 4.2. If yes, what is the confirmed etiology;
 - 4.3. Signs & Symptoms (at least one (1) filled out); and
 - 4.4. Was a specific contaminated food, water or environmental vehicle/source identified?
5. For **DISCUSSION and/or CONCLUSIONS**:
 - 5.1. Factors Contributing to an Outbreak: Foodborne; Waterborne; Nosocomial; Person to Person; Zoonotic or Vector (at least one (1) filled out.)
6. For **RECOMMENDATIONS for CONTROLLING DISEASE**:
 - 6.1. Outbreak Control section (at least one(1) filled out)
7. For **KEY INVESTIGATORS**:
 - 7.1. Key Investigator section

Kimberly Penrod

From: Michael B. Whiting [MWhiting@apachelaw.net]
Sent: Monday, August 04, 2014 7:37 AM
To: Kimberly Penrod
Subject: RE: BOS Agenda Item Approval

Mrs. Penrod,

I reviewed the agenda item and the contract they're legally sufficient if you need Joe or I to sign anything let me know Michael whiting

"Talk to Text" please ignore errors.

----- Original message -----

From: Kimberly Penrod
Date: 08/04/2014 6:56 AM (GMT-07:00)
To: Ryan Patterson ,Joe Young
Cc: Chris Sexton
Subject: BOS Agenda Item Approval



Please review and send approval to my attention.

Thx,

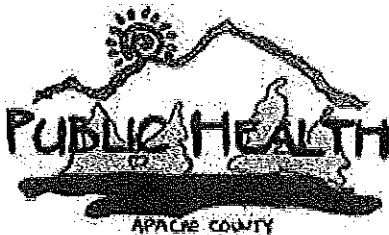
Kimberly Penrod, Executive Assistant

Apache County Public Health Services District

323 S. Mountain Ave., Springerville, AZ 85938

Ph: (928) 333-2415 #252 Fax: (928) 333-5876

kp2nrod@co.apache.az.us



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director Apache County Public Health Services District

Date/Signature: 08/11/14

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 ADHS11-006947 Health Start Program

Amendment #3 which: 1. Extends contract through September 30, 2015. 2. Adds the following provisions to Suspension or Debarment Status and Data Universal Numbering System (DUNS) Requirement.

BOS Meeting Date Requested 09/02/14

PRE-AGENDA ITEM REVIEW

Review Routing Legal Finance Purchasing Human Resource Other:

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Kimberly Penrod

From: Ryan Patterson
Sent: Monday, August 11, 2014 10:13 AM
To: Kimberly Penrod
Subject: RE: Emailing: Health Start #3, Health Start #3

I'm good.

Ryan N. Patterson, C.P.A.
Finance Director
Apache County
P.O. Box 428
St. Johns, AZ 85936
(928)337-7634
Fax (928)337-7600

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

From: Kimberly Penrod
Sent: Monday, August 11, 2014 8:20 AM
To: Joe Young; Ryan Patterson
Cc: Chris Sexton
Subject: Emailing: Health Start #3, Health Start #3

Joe and Ryan,

Please review the attached agenda item and send your approval to me.

Thx,

Kimberly

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

Health Start #3
Health Start #3

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.



CONTRACT AMENDMENT

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

Contract No: ADHS11-006947

Amendment No: 3

Sue-Anne Tan

Health Start Program

Effective October 1, 2014, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Special Terms and Conditions, Provision C, Contract Extensions, the Contract is hereby **extended through September 30, 2015 (Year 5)**.
2. Pursuant to the Uniform Terms & Conditions, Provision E: Contract Changes, the Special Terms and Conditions are amended to add the following provisions:

Y. Suspension or Debarment Status

If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

Z. Data Universal Numbering System (DUNS) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

Signature / Date

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2014 at Phoenix, Arizona

Authorized Signatory's Name and Title:

Procurement Officer

Contractor's Name:

Apache County Public Health Services District

**Apache County Public Health Services District Board of Directors
AGENDA ITEM REVIEW FORM**

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

Chris Sexton, Apache County Public Health Services District

Date/Signature: August 20, 2014

Chris B. Sexton

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 the revised Public Health Emergency Preparedness Division Manager job description and new salary range. Salary range is being reduced from Range 56 (\$50,554-\$75,831) to Range 44(\$37,590-\$56,385). This is a grant funded position.

BOS Meeting Date Requested Sept. 2, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: *[Handwritten Signature]*

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Round Valley Rodeo Committee

Date/Signature: 8/6/14 *Alvin*

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

The ~~RV~~ Rodeo Committee will update the Board of the outcome of the 4th of July Rodeo and present funds to the BOS.

BOS Meeting Date Requested 9/2/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

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Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

July 22, 2014
Sanders, Arizona

Present were: Chairman Tom M. White, Jr., Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr. also present, County Attorney Michael Whiting and County Manager/Clerk of the Board, Delwin Wengert.

Chairman White called to order the Board of Supervisors meeting at 8:30 a.m. (9:30 a.m. MDST) in Nahata Dziil Chapter House, #1 Red Sands View Drive, Sanders, Arizona.

Mr. Weller made the motion to suspend the meeting and relocate to the Valley High School Cafeteria so that the large amount of people could be accommodated, seconded by Mr. Shirley. Vote was unanimous.

The Board of Supervisors meeting was recessed to Valley View High School across the street from the Chapter House.

Chairman White reconvened the meeting at 8:41 a.m. (9:41 a.m. MDST) at the Valley High School I-40 and Highway 191, in Sanders, Arizona and welcomed all in attendance.

Mr. Footracer gave the Invocation.

Mr. Wengert led the Pledge of Allegiance.

Mr. Chairman White stated that this is an important meeting for many people and will be addressing the Board and has many people who filed out the public comment forms and asked that the public limit their comments to 3 minutes. Mr. White stated that the Board received petitions for and against the liquor license.

Chairman White presented Item #1, the recommendation regarding Liquor License Application 09010016 for George Ryan, Lee's Liquors, located 2 miles North of Chambers on Highway 91, Chambers Arizona. Mr. Weller requested that if there are any members of the public that would like to speak to item #1 before the Board makes a motion, he would appreciate hearing from the community who are both for and against. Mr. Weller requested the minutes of the meeting be attached to the recommendations sent to the liquor board so the comments that are associated with the issue are part of the record. Mr. Weller stated that as he understands the issue, the Board is here today to hear from the people in the community but although the focus of the hearing should be directed at the applicants capability, qualifications, and reliability, there are provisions in the statutes such as ARS 4-203 (A) that if there is rebuttable presumption that the public convenience and best interests of the community at that location may be challenged with competent, contrary evidence. Mr. Weller stated that although this meeting today should mainly be focused on applicant's capability and reliability, any pertinent contrary information to the location that is evidence, not hearsay or rumor, could be utilized to deal with the location also.

Mr. Shirley stated that he does not think is a surprise where the Board stands on the issue and made the motion to disapprove the transfer of the liquor license, he has seen enough evidence that Mr. Ryan is not capable of running a liquor establishment. Mr. Weller stated that he would second the motion to disapprove with an understanding that the recommendation to the liquor board needs as much substance associated with it as possible and asked that he be able to ask questions to the applicant and/or their representatives and the people be able to speak to build the substance associated with the recommendations given to the liquor board so that it is not small, shallow recommendation. Mr. Weller stated that at some point a letter needs to be written to show the Board's denial to the liquor board by the County Attorneys' Office that we can review before being sent. **Mr. Weller stated that he would like to amend the motion to deny the application with the ability to listen to the input, question the applicant on issues that may or may not be factually pertinent to the decision associated to this and that the Board request the County Attorney present a letter of a lack of recommendation or denial for the Board to approve unanimously to submit to the liquor board.**

Chairman White stated that there are lots of people who want to speak and there are pros and cons for the license however he wanted to have Mr. Ryan speak first.

George Ryan accompanied by his attorney Mr. Lewkowitz stated that there is not much he can say since the Board has already said he is not qualified to run liquor stores even though he has run liquor establishments for 20 years like Georges Place II in St. Johns, where he had no liquor violations except for the first day he opened and had none for the next ten years he had no violations and the place was run clean and since he has been back in Sanders he has had less problems with the people on the street. Mr. Ryan stated that he does not over service people who are drunk and refuses people who are drunk and log it into the log and his logs are available for anyone to see and the logs, and some of the names are some of the people who are here today protesting are at his store buying liquor. Mr. Ryan stated that he has lived in this community for years before he came back and had businesses, was on the school board and fire board and doing all kinds of things for the community. Mr. Ryan stated that if the Board had any questions he was willing to answer any of them.

Mr. Weller stated that he had questions to verify his understanding, that he has not made a decision to deny; the motion was to deny and discuss and he wanted to verify some issues associated with some information he received that deal with the issue. Mr. Weller asked Mr. Ryan if it was a fact that he was the holder of a mortgage for insurance purposes of the property known as the Baby Beluga in St Johns that burned down in 2007 classified by the police as arson. Mr. Ryan stated yes. Mr. Weller asked if Mr. Ryan received insurance payments for the damage done in a fire at that location. Mr. Ryan stated yes. Mr. Weller asked if Mr. Ryan sold the property. Mr. Ryan stated that it was taken care of in the insurance claim and the people who that bought it from him ended up with the property who sold it at a later time. Mr. Weller asked what was the arrangement for cleaning up the damages at that location and explain the present condition shown in the photos he brought of evidence of fire damage and lack of clean up. Mr. Ryan stated that is not his, it belongs to the people who now own the Baby Beluga. Mr. Weller Asked if Mr. Ryan was the property owner responsible for the cleanup. Mr. Ryan stated he is not responsible for the cleanup, that he does not own the property. Mr. Weller submitted photos for

the record of the Baby Beluga fire location so that those reviewing the minutes from the meeting understand his concerns because whoever was responsible, which to him it appears Mr. Ryan was the responsible one to get the property back into good condition and should have done a better job. Mr. Ryan stated that he didn't own the property at that time, the court system and everyone decided that they owned the property because it was paid off. Mr. Weller referenced the liquor application and asked Mr. Ryan about the address of 3959 E. Navigator Lane, in Phoenix as the address of Mr. Ryan as the Statutory Agent. Mr. Lewkowitz responded that the name was correct; the address was a clerical error. Mr. Weller stated that there are two other addresses associated with the issue, the first, one application shows P.O. Box 1738 in St. Johns, and the other is box 369 in Sanders and asked why two separate businesses with two separate statutory agents with more than one address. Mr. Ryan stated that he has a box in St. Johns and one in Sanders. Mr. Weller stated the application is improper and that it is disappointing that there are clerical errors of that magnitude on a statutory agent's process. Mr. Weller asked why Mr. Ryan was sold four separate state liquor licenses for the amount of ten dollars and other valuable consideration, when the fair market value is several thousands to tens of thousands of dollars. Mr. Weller stated that he is trying to understand how he would not think Mr. Ryan was connected at the joint to the previous owner and asked Mr. Ryan if he is separated from Mr. McDonald. Mr. Ryan stated that he paid considerably more than ten dollars. Mr. Weller asked if he was legally required to present the value. Mr. Lewkowitz stated that often times a bill of sale will say "with state ten dollars and other valuable consideration we hereby sell". Mr. Weller stated that the burden of proof is on Mr. Ryan to show that he is not presently and continuously connected with the previous owner in some way because some of the factual points that may not be the case and very connected and behold to Mr. McDonald in some way. Mr. Ryan stated he paid \$200,000 for the licenses. Mr. Weller asked if there was any obligation outside the purchase agreement that you stay on the properties. Mr. Ryan stated no, he is even thinking about moving one to St. Johns. Mr. Ryan stated that in regard to Hooch's and High County he wouldn't open them up even if he could but he is thinking about opening one up as a nude bar. Mr. Weller again asked about his connection to Mr. McDonald. Mr. Ryan stated that he has been friends with the McDonald family since the 90's when he build a chapter house and a school. Mr. Weller asked if Mr. Ryan could assure him that that there is no agreement for him to transfer the license back to the McDonalds. Mr. Ryan stated that all four licenses he owns are up for sale; he would rather get his motor home and take off across country; he is 72 years old and that is one of the reasons he is doing this is to get his moter home. Mr. Weller stated that knowing he paid that amount he is curious about the 2 inactive licenses and if they have been inactive for 180 days Mr. Lewkowitz stated that he did not believe they were up to the 180 days because he has an interim permit. Mr. Weller stated that prior to the transfer they exceeded 180 days and were classified as non-use. Mr. Weller and Mr. Lewkowitz held a discussion regarding the inactive licenses.

Mr. Shirley stated that it was his understanding that the licenses were sold for ten dollars and the Navajo Nation approached attempted to purchase the establishment and they were quoted 2 million dollars and asked Mr. Ryan what the property was worth. Mr. Ryan stated he put it on the market for 1.5 million and explained that he only bought the liquor licenses, he does not own the property. Mr. Shirley asked who owns the property. Mr. Ryan stated the McDonald family, he was not going to buy a property values at 2 million and then have the Board refuse the liquor license because they are useless without property. Mr. Shirley stated that methamphetamine has

been sold at the establishment. Mr. Ryan stated that was a lie; there has never been a drop of meth sold there, what Gary had at his house or elsewhere, he does not know about. Mr. Shirley asked Mr. Ryan when he got out of bankruptcy. Mr. Ryan stated he was out of bankruptcy in January of 2012. Mr. Shirley asked if Mr. Ryan has ever reached out to the community since most of the people are Navajo, to try to work with community to come to a resolution with their concerns Mr. Ryan state yes, such as giving money for the fire up at Tsalie, cleaning up the neighborhood and try to work with people and not serve and do what he can to make it a good, clean community e help the people.

Mr. White opened the floor to public comment.

Ben Shelly, Navajo Nation President, stated his strong opposition to the transfer of the Red Barn And Lee's Liquor licenses to Mr. Ryan. President Shelly stated that this is a great concern to the Navajo Nation regarding the reckless sale of alcohol which contributes to the destruction of health and social welfare of the surrounding Navajo community. As President of the Navajo Nation he is charged with the health and safety of Navajo citizens and the liquor establishments are within one mile of elementary school, Jr. high and high school, church, senior centers and chapter houses. President Shelly stated one of his main concern the children and there is no reason for children to be exposed to situations as intoxicated people, domestic violence and criminal activities that surround the irresponsible operation of these establishments. President Shelly stated that Mr. Ryan is the manager of the establishments while Mr. McDonald has been incarcerated and common sense tells you that there is either a close relationship between them or an understanding that Mr. McDonald has a controlling roll in the property. President Shelley stated that Mr. McDonald is facing the charge of felony manufacture and possession of drug and misconduct of weapon and Mr. Ryan association with Mr. McDonald speaks a great deal of Mr. Ryan's character and moral judgment and as evidence of their close relationship, Mr. Ryan in September 2012, posted bail for Mr. MacDonald in the amount of \$10,000 and knows of no one who would do that unless they have a very close relationship. President Shelly stated that the selling of liquor affects the health, safety and welfare of the Navajo people in the community of Sanders and the surrounding Navajo Communities and because of the close personal relationship between Mr. Ryan and Mr. Macdonald, nothing will change and if Mr. Ryan is allowed the transfer of the liquor license he believes that Mr. McDonald, through Mr. Ryan will continue to financially benefit and control the operation of the 4 liquor establishments. President Shelly requested the Board of Supervisors reject the transfer of the liquor license for Red Barn and Lee's Liquors to Mr. Ryan.

Dr. Jennifer Dennetdale, Navajo Nation Human Rights Commissioner, provided the background of the creation of the human rights commission and stated that they were directed to assist the Nahata Dziil Task Force to address the sale of alcohol in the Chamber and Sanders and areas where the residents are Dine'. a task force was created to Ms. Dennetdale stated it was determined that Lees Liquors and Red Barn contribute significantly to the disharmony and ill health of the community and the establishments are careless and reckless in their sale of alcohol within the communities. Ms. Dennetdale stated that Mr. Ryan has been manager of the establishments during 2011 to 2014 and has continues the management of these liquor stores in the same manner as Mr. Macdonald and believes there is no difference in the two individuals and have continually shown disregard for the wellbeing of Navajo citizens and shown a complete

lack of accountability and responsibility to the community. Mrs. Dennetso stated that on behalf of the commission, opposes the transfer of both liquor licenses and asked the Board of Supervisors to recommend to the state liquor board to oppose the transfer of the applications.

Senator Carlyle Begay expressed his concern for the health, welfare and vitality of the surrounding communities. Senator Begay asked the Board of Supervisors to deny the transfer application, that he has sat and visited with many families in this area and hear about the devastating stories that has impacted many families in the area. Senator Begay stated that this is not just about the alcohol sales, it's been more about the side effects that this issues has caused such as domestic violence and drug abuse and his primary reason for attending today was for the Board to look forward to the future of the community in ten to twenty years from now and the kids who are in Jr. high and high school and the environment they are being raised in today; the environment we want to change for the benefit of their future to give them a chance and opportunity to live and be successful citizens in the community with an opportunity for a future in the community, so for that reason he is asking the Board to deny the application and allow the liquor board an opportunity to hear in the next process, the concerns related to the transfer.

Lorenzo Curley, Navajo Nation Council Delegate, stated that he has visited with many families whose lived have been impacted by the sale of alcohol in the communities that has caused lots of tragedies and the existence of the Red Barn has not helped the community at all. Mr. Curley stated that the Navajo Nation Council passed a resolution opposing the transfer of the liquor license and asked that the Board of Supervisors to take that into consideration. Mr. Curley stated that the Navajo Nation conducted a study that determined that it is not in the best interest of the community to allow the transfer of the liquor license to another party. Mr. Curley stated that he has personally seen the negative impact related to the sales from the Red Barn and Lee's Liquors and changing the management to Mr. Ryan will not change how it is operated and will see the same types of practices.

Wayne Lynch, Vice President of the Nahata Dziil Commission, stated that Mr. Ryan has been in the community for the past 9 years or so and managed these facilities before and it is no different than how Mr. McDonald ran them; there is no sanitation and people have to go next door to use the restroom at the Mustang store and is a burden to the other businesses and he opposes the transfer of the liquor license. Mr. Lynch stated that Mr. Ryan has never done anything in the community such as local youth activities so he does not see a benefit to these establishments. Mr. Lynch stated that the petitions against this transfer were signed by community members who live within a one mile radius but he the petitions in support that Mr. Ryan has signed, are from the area by Ganado and Chinle. Mr. Lynch stated that there is no way the community is drinking the amount of alcohol that is being sold out of the establishments and every day the youth sees what goes on from the school buses and asked the Board to deny the transfer.

Darryl Ahosteen, Nahata Dziil Renewal of Hope Task Force, stated that there is a bad liquor problem in the area and the Task Force has put a lot of work trying to help the community and he is opposed to the liquor transfer and as a retired police officer, he has been a lot of trauma associated with liquor and as a recovering alcoholic who has been sober for 33 years so he knows firsthand about alcohol use and encouraged the Board to deny the transfer of the liquor license and thanked the community for their support with this issue.

Raymond Max, Navaho Hopi Land Commission, stated that he, like many other people, was relocated to this area and transplanted from where they were self-sufficient with livestock and land and could farm and the majority of the people that live here were relocated here. Mr. Max stated that when a livelihood is taken away, you are devastated and many times when facing hard times, they turn to alcohol. Mr. Max stated that he hears stories that people stagger in and they are still sell them alcohol and selling liquor wasn't enough so they elevated to illegal drugs and now that the guy was caught, they want to keep that operation going by selling his (liquor license) for ten dollars and the community is expecting a unanimous vote because a business like this holds a whole community back and a black eye.

Ina Noggle, Renewal of Hope Task Force and lifelong resident of Sanders, Arizona stated that she has had the opportunity to work with many children and she has seen firsthand the devastation related to alcohol abuse; from child abuse to underage drinking and there are hundreds of others who have signed a petition because they are sick and tired of these liquor establishments and do not want their children and grandchildren growing up in this environment. Ms. Noggle reaf from the reasons to Mrs. Noggle stated Char James, the Chairman of Task force could not be present today but wanted to be on record to please say no to the transfer. Ms. Noggle encouraged the Board to deny the liquor license.

Chairman White stated that he wanted to clarify that all the comments today are addressing both the Red Barn and the Lee's Liquors license issue as indicated on the speakers comment form.

Lauren Bernally, Navajo Nation Human Right Commission, stated that back in March the New Hope Task Force asked for assistance with putting together strategy on how to address the Red Bard and Lee's Liquor establishments and realized that there was a transfer in the process from Mr. McDonald to Mr. Ryan and they began an investigation into the issue. Ms. Bernally stated that it was determined there is a very close personal relationship that exists between Mr. Ryan and Mr. McDonald and they discovered many discrepancies and misinformation that raised concerns with this transfer. Ms. Bernally stated that the Navajo Nation Human Right Division oppose the transfer of both liquor licenses and recommended the State liquor Board deny the transfers and asked the Board of Supervisors participate in the hearings before the liquor board and oppose the transfer applications.

Mr. Weller clarified his motion to listen to discussion on both the Red Bard and Lee's Liquors since they are so closely related and attach those minutes to the recommendation. Mr. White asked those speaking to clarify that they are speaking to both items and if not, clarify their position. Mr. White stated that the Board had listed to 12 people, 11 who are opposing the transfer and asked if there was anyone present that is in support of the transfer that submitted a form to address the Board. There was no one present excluding Mr. Ryan and his attorneys.

Jerry Lewkowitz, the attorney for Mr. Ryan stated that Mr. Ryan is also has a power of attorney for Mr. McDonald because of their friendship. Mr. Lewkowitz stated he has practiced liquor law for 40 years and represented Mr. Phillip Lee 21 years ago who was referred to as Hooch and wanted to clarify that Mr. Ryan And Mr. McDonald are friends and he has a power of attorney and posted bond for Mr. McDonald but with Mr. McDonalds money and Mr. Ryan has never

advanced funds to Mr. McDonald. Mr. Lewlowitz stated that the Board or the people here today may not like the fact that liquor sales are legal and that they are enforced by the state liquor department and are legal at the Red Barn and Lee's Liquor and those locations have been legal for at least 21 years and when an application is already established the statutes indicate there are five criteria required and Mr. Ryan meets all five. Mr. Lewkowitz stated that the location is not an issue related to the transfer, the only issue is if Mr. Ryan is capable, reliable and qualified to hold a license and he is as a contributing member of the community.

Greg Harris, an attorney on behalf of the Navajo Nation, asked the Board to oppose the transfer of both the Red Barn and Lee's Liquors and stated as Mr. Lewkowitz pointed out, the location is not the issue, but the capability, reliability and qualifications of Mr. Ryan are an issue and the burden of the proceeding is on the applicant to demonstrate that he is qualified and reliable. Mr. Harris requested that the Board recommend denial of the application and ask for the liquor Board to deny the application. Mr. Harris stated that Mr. McDonald is not selling his liquor license to a stranger, he is selling them to a close personal friend, contrary to what the liquor board has been told and provided a history of their past working relationship together. Mr. Harris stated that power of attorney do not exist by accident, they exist because of a long personal relationship. Mr. Harris stated that the record that Mr. Ryan has created shows that his relationship with Red Barn and Lee's Liquors is long standing and the establishment have been under Mr. Ryan's management and that is the issue that Mr. Ryan has to answer for as well as lots of other questions surrounding the liquor transfer that need to be answered such as where does 200,000 come from when he has filed bankruptcy as well as the terms of the lease arrangement.

Tobie Keiser, a resident of Sanders, Arizona, and a member of the task force and is addressing both Red Barn and Lee's Liquors transfer. Ms. Keiser stated that she lives next the Sanders Elementary School and has been affected by being woke up in the middle of the night and asked to give people a ride home, food, water and repeatedly asked for money. Ms. Keiser stated that the trash that is left around her home and community that she has to constantly pick up that Mr. Ryan says he has been working to pick up. Ms. Keiser stated that she has pictures in her phone of trash since Mr. Ryan has been managing the stores. Ms. Keiser stated that she tries to help people than have them die from exposure or some accident and laws are meant to protect people and communities and due to relocation, there are people in this area that have little or no employment and great distances to travel to find work and groceries. What we have in the community are liquor stores to greatly profit off the exploitation of Navajos. It is illegal to sell or possess liquor on the reservation but liquor laws protect the store owner to sell it right next to the reservation knowing full well the native people can't hold their liquor and will become slaves to it. No longer is the white man overtly killing native people, now they are doing it covertly and profiting off the people doing it to themselves. Mrs. Keiser stated that liquor laws support the saying that only good Indian is a dead Indian.

Ardis Dennison, a resident of Sanders, Arizona, stated that her people are being killed every day by alcohol use and how devastating it is to families, especially the children. Mrs. Dennison stated that Mr. Ryan stated that it is getting better, but it is getting worse and asked the Board to deny the liquor licenses.

Fred Footracer, a resident of Sanders, Arizona, stated that the government located the people to

this area and never warned them about the liquor sales and though they miss their homes they came to this area hoping to prosper but didn't work out. Mr. Footracer asked the Board to deny the transfers. Mr. Footracer spoke in Navajo and was interpreted that he has seen over the past 60 years of his life what the alcohol has done and asked the licenses be denied.

Jack Silversmith, a resident of Sanders, Arizona, stated that he opposed the initial liquor license for the Red barn years ago and traveled to Phoenix along with 200 other people to oppose it and they lost. Mr. Silversmith stated that when he heard there was a meeting today regarding the transfer he wanted to come voice his opposition. Mr. Silversmith stated when the Red Barn initially opened, they promised a grocery store and other improvements and the grocery store turned out to just be a liquor store. Mr. Silversmith stated given Mr. McDonald's history, how can he run a liquor store when he can't even run himself.

Jackie Yazzie Jr., a resident of Lupton, Arizona, stated that he does not like the students to have to look at the Red Barn every day and asked how many people have ever received help from Red Barn for funeral expenses; he is sure of nothing. Mr. Yazzie stated that everyone here today is for the closure of the Red Barn and asked the Board to deny the transfer.

Dale Tsosie, a resident of Page, Arizona, and a candidate for Navajo Nation President, stated that he has a personal issue with the liquor licenses being transferred; his brother was killed here three years ago and many of his family members have traveled across the reservation to purchase alcohol and many were killed driving home. Mr. Tsosie stated that Mr. Ryan says the place has been cleaned with fewer problems, and he doesn't sell to drunken people but he does not think Mr. Ryan has gone out in the community to see if there are fewer problems.

Jerry Lewkowitz, the attorney for Mr. Ryan stated that this issue is not about Mr. McDonald, it is about Mr. Ryan being reliable, capable and qualified to have a license. He is an experienced hands-on owner and has the right to conduct a lawful business. Mr. Lewkowitz stated that Mr. Ryan knows the law and never been cited for a liquor license violation and is committed to responsible alcohol sales and mindful of the risk of noncompliance to his business in the community. Mr. Lewkowitz stated that the Navajo Nation legalized the use of, and consumption of alcohol in their casinos in 2008 and in fact Supervisor Shirley was the Nation's president who signed the resolution adopting the Nation's liquor code that allowed it, and last year the Council recommended approval of the Nation's application for a class #6 license for the Twin Arrows Casino. Mr. Lewkowitz stated the Nation created and expanded their business in alcohol sales and now wants to deprive Mr. Ryan of the opportunity for the same lawful sales on private land, not Nation's land so if the Nation or any other person wants to close the businesses they should buy them. Mr. Lewkowitz stated that the only issue before the Board today is if Mr. Ryan is reliable, capable and qualified to hold a liquor license and based on his experience, he is.

Bess Yellowhair-Simpson, a Steamboat Commissioner, pleaded with the Board to not renew the license and she has visited the community here and many times and the people here are concerns and didn't know when they move here that this was going to be a disease in their community. Ms. Yellowhair-Simpson stated that if Mr. Ryan had any sense or care, he would have cleaned up the liquor stores and gone into the community when they were calling for help so she does not think he is a responsible person and asked that both Red Barn and Lee's Liquors not be

approved. Mrs. Yellowhair-Simpson stated that this problem goes all the way to Chinle with people in the community who bootleg alcohol from here.

Anna Newbey, a resident of Sander's, and moved here with her family and have been personally effected by alcohol and lost a son to liquor and he left two children for her to raise and she is a substitute teacher and she sees firsthand the problems from alcohol. Mrs. Newbey stated that there is a tree by Red Barn and the (drunk) people just lay there and urged the Board to deny the licenses.

Nancy Roanhorse, a resident of Sanders and a 3rd grade teacher in Sanders and stated that part of her school curriculum is to teach about community and when she asks her students what could be done to make their community better and they always respond, get rid of Red Barn and then she hers their stories of how alcoholism has impacted their families. Mrs. Roanhorse stated one story was how one of her students were kicked down the stairs by his drunk father and then told him he didn't want him anymore, children who have to hide at night because of drunk relatives. Mrs. Roanhorse stated that the stories she has heard over the years are full of pain, suffering and devastation and they connect it to the Red Barn. Mrs. Roanhorse stated that the Red Barn is despised and the children deserve a better community; one that is not littered with wine bottles and beer cans and without men and woman loitering drunk under the trees every day. Mrs. Roanhorse stated they deserve a community that the can be proud of and Red Barn and Lee's Liquor have contributed nothing to the community, the only thing they have done is ripped off the people and taken advantage of their addictions and fostered their addiction by making the liquor so available. Mrs. Roanhorse stated that her students don't have a voice here today, so she is their spokesman and they would say get rid of Red Barn.

Jerry Yonnie, a resident of Sanders, Arizona, stated that it may be legal to have a liquor store here but morally, he believes personally that it's wrong; as a native people he knows the teaching of what is not good for you and the outside world believes as long as you make the mighty dollar, that is what matters and there has been a lot of liquor sold and lots of money that has been made. Mr. Yonnie asked Mr. Ryan to not sell alcohol, maybe open a hamburger place or other some other business for the community. Mr. Yonnie stated that the Board has heard testimony today that we don't need any liquor store here because we don't have the resources to deal with the issues related to alcohol here.

Louise Nelson, a resident of Chambers, Arizona stated as the vice President of the Wide Ruins Chapter, anytime there is a proposal for infrastructure there is a proposal and a work frame on how it's going to benefit the people and she has not seen a proposal from Mr. Ryan's. Mrs. Nelson asked Mr. Ryan how much sales tax from the liquor sales from Red Barn and Lee's Liquors are returned to the community for direct services. Mrs. Nelson stated that she has never seen anyone buy liquor from those establishments who received a receipt, and with lack of receipts you can't prove a person committed a crime under the influence and she wants to see sales receipts. Mrs. Nelsons stated that Mr. Ryan and Mr. McDonalds' relationship is interweaved and she has not seen any attempt for assistance with a multipurpose or youth building or drug abuse funding from them in the community. Mrs. Nelson stated that she is continually approached by people asking for her to take them through the drive thru so they can purchase alcohol.

Lenora Fulton, a resident of Window Rock, Arizona stated she drive through Sanders, Arizona two to three times a week and on the way she sees lots of people standing in line with their back packs at Red Barn and when she stops at the gas stations, they come up to her asking for money and food and last week during the rain storm there were three men lying there and there are times when she drives by Witch Wells sees people covered in mud hitchhiking. Mrs. Fulton stated that the Red Barn has been the same since she started coming through there in 2004 and the community members are not asking for these establishments to be here and she can't understand how there is so much money being made here when there is not enough people in Sanders to keep it busy so she knows people are coming from all over to buy alcohol even though it is illegal on the Navajo Nation, there are people hauling liquor.

Jerry Winn, a resident of Sanders, Arizona, stated that he has lived in this community for over 40 years and knows Mr. Ryan and thinks he's a good guy, but his decision is a little cloudy and wanted to remind Mr. Ryan of some things that have happened in the community that have devastated families, Mr. Ryan has been here on and off and believe money corrupts everyone and Mr. Ryan sees dollars. Mr. Winn stated that he would suggest Mr. Ryan do what he has talked about and buy a travel trailer and travel because all he sees is grief coming Mr. Ryan's way from the community if he gets the licenses. Mr. Winn stated that he lives a quarter mile east of Red Barn and trash blows into his yard and drunks lay along his fence so he picks up the trash and pays to take it to the dump and he does that to help the community. Mr. Wen stated that Mr. Ryan lived where he lived so he knows the trash that comes into the yard and Mr. Ryan knows he picks it up; somebody has to pay for it and since burning isn't allowed he pays to haul it to the dump. Mr. Winn stated that Mr. Ryan is a great guy, he is just a little misled and sees dollars like we all would so the Board needs to make a decision for the community. Mr. Winn stated that he does not allow his kids and grandkids to walk to the Conoco because he does not feel they are safe; not because the Navajo people are mean, but because those under the influence have judgment that is clouded and make decisions that are not of their nature.

Barbara Silversmith, a resident of St. Johns, Arizona, stated that as a certified Navajo County court interpreter and retirement as a courtroom supervisors, she spoke from personal experience that she spent 32 years in the Apache County Clerk of the Courts office where there were many cases she interpreted in Navajo that got in trouble and most originated from the Sanders' area and were always alcohol related. Mrs. Silversmith stated that there are no signs indicating the Red Barn or Lee's Liquors so she feels 90% of the buyers are Navajos with limited income so a lot of the income comes from the Navajo people and requested the Board oppose the transfer.

Jerry Thompson, a resident of Sanders, Arizona, stated that he is against alcohol because of liquor related incidents in the community

Flora Benn, a resident of Gallup, New Mexico, stated that the people want a change, she grew up around here and as a child witnessed everything and lost family to alcohol and she is a prodigy of Lee's Liquor and Red Barn and grew up on the streets in Gallup and is and alcoholic so she is here to represent the children because this is still going on and there is no safety and the law enforcement are not capable of cleaning up the acts that go in here. Ms. Been asked how many more people's lives have to be destroyed before this is changed.

Joel Haynes, a resident of Ganado, Arizona addressed both the Red Barn and Lee's Liquors and that he has just opened Chambers Baptist Church right down the road from Lee's Liquors and he conducted a vacation nibble school last week and there was not a single day that they weren't met with drunkards off the street and the kids who couldn't enjoy singing bible songs and playing games without being bothered. Mr. Haynes stated he is blown away by the arrogance of one man whose desire it is to make a dollar against the wishes of the entire community. Mr. Haynes stated that as he travels around the community he sees many churches and that shows him that there is a desire among the community to have God smile down upon this place and believes that if they say no to this liquor license and choose right, God will smile down and bless the community for making the right decision.

Jennifer Denetdale, a resident of Tohatchi, New Mexico, expressed her opposition to the transfer of the liquor licenses and asked the Board to make a statement to the States of New Mexico and Arizona and surrounding towns that we will no longer tolerate the debilitating effects of alcohol on the communities.

Harold Baldwin, stated he is a lifelong resident of Sanders, Arizona stated that he lost his son to alcohol who bought his first drink at Red Barn when he s 16, he stated he lost many other family members to alcohol and does not need to repeat what everyone else has said, Mr. Ryan has a right to conduct his business, just as he is but he has a moral obligation to conduct his business for the life, safety, and welfare of his customers and asked if Mr. Ryan is exercising those same obligations. Mr. Baldwin stated that there are many people today who spoke of the effects of what Mr. Ryan's business has done to the community and urged the Board to exercise their authority and right and duty and say no.

Chris Deschene, an attorney from Window Rock, Arizona and asked the Board to deny the liquor licenses. Mr. Deschene stated that there are schools near the liquor establishments and others would not tolerate that so why should this community. Mr. Deschene stated that the argument made that the Navajo Nation sells alcohol but they do it responsibly and don't destroy the people they way it is happening here and asked the Board to do the right thing and deny the license .

Lomardo Aseret, a resident of Sanders, Arizona stated that he lived here all his life and liquor has devastated his family and the liquor problem has been bad here and he is a school s board member and they have problems with the kids bringing liquor into the schools and it is so easy to go right across and get somebody to buy it for them and if the liquor transfer was cancelled it would be much appreciated. Mr. Aseret stated that when the liquor stores first opened, the people didn't know what liquor would do to them and he, as a highway patrolman tried to pass the information to them but to this day it is still the same. Mr. Aseret then spoke in Navajo.

Chairman White stated that there were 35 opposed transfer and one in support that spoke today. Chairman White stat that he had a motion and second to deny. Mr. Weller stated that he had previously amended the motion to be sure the County Attorney write a letter demanding that the liquor board deny the transfer that would be approved by the Board of Supervisors by unanimous vote, so our vote to deny today, also directs the County Attorney to write a letter of a demand to deny and the Board of Supervisors have the ability to approve the letter before it goes to the

liquor Board. Mr. Shirley amended his motion to include the letter and also have the Board of Supervisors represented before the liquor board and recommended Mr. Weller as the representative. Mr. Weller seconded the amended motion and stated that he looks forward to representing the issue. Mr. White stated this is a really important issue and listening to the comments today, he will make time also attend the meetings in Phoenix before the liquor board with Mr. Weller to support the cause. Vote was unanimous to deny the Liquor License #09010016 for George Ryan.

Chairman White presented the recommendation regarding Liquor License Application 09010003 for George Ryan, Red Barn Trading Post, ¼ mile South of I-40 on Highway 191, Sanders, Arizona. **Mr. Shirley moved to oppose and recommend the State Liquor Board to not transfer liquor license application 09010003 and to also have Mr. White and Mr. Weller represent the Board with that recommendation, seconded by Mr. Weller.** Vote was unanimous to not to renew.

Chairman White opened the floor for the call to the public.

Bradley Grower, a resident of Eagar, Arizona thanked Susan Clements and Michael Murphy with the Sanders school for making the space available and for making internet available to him and stated that there will be a recorded version of the meeting available. Mr. Grower stated that it's a good idea to make the meetings available on the internet for everyone in the county and hopes the County moves forward with internet access to the meetings as soon as possible. Mr. Grower stated that the people who ride to remove locations such as in Sanders could ride in the same vehicles together to conserve fuel and wanted to congratulate Lenora Fulton because she drove her own car.

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

Approved this 2nd day of September, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
August 18, 2014
St. Johns, Arizona

Present were: Chairman Tom M. White, Jr., Vice Chairman Barry Weller and County Manager/Clerk of the Board, Delwin Wengert. County Attorney Michael Whiting and Supervisor Joe Shirley, Jr. participated via the telephone.

Chairman White called to order the Board of Supervisors, Library District, Health District and Jail District meetings at 8:34 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Lance Spivey gave the Invocation.

Karen Houston led the Pledge of Allegiance.

Chairman White called for the Library District items.

Judith Pepple, Library Director requested approval to accept a donation from the Alpine Area Library Friends group to pay for the proposed landscaping project by Pico's Nursery in the amount of \$3,752.00. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the Health District item.

Chris Sexton, Health Director, requested approval of a donation from Tucson Electric Power in the amount of \$500 to be used for supplies for the Family Health and Fitness Day 5K Color Fun Run on October 4, 2014. Mr. Weller moved approval, seconded by Mr. Shirley. Mr. White asked where the run would be held. Mr. Sexton responded Round Valley. Vote was unanimous.

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

Chairman White called for the Jail District item.

Commander Mike Cirivello, on behalf of the Sheriff's Office, requested approval to allow the current part time nursing positions to be either RN's or LPN's. Commander Cirivello stated this will save money by using LPN's for some things because they are paid a lower rate. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Ryan Patterson, Finance Director, presented the Property Tax Levy for 2014-2015 and recommended adoption. Mr. Patterson stated that the numbers are based off the rates in the budget passed at the last board meeting which also include all school districts and other special levy districts that have been given to us by their respective boards and recommended approval. **Mr. Shirley moved approval. Mr. Weller stated he would be opposing. Mr. White seconded the motion.** Mr. Weller stated he is opposing this under the concern he has for the many issues that were brought up at the previous meeting, and the fact that he has not received the attorney general's written response as promised by our county attorney's office stating that there is no problems with the posting of budget notices and the budget process. Mr. Weller stated he will be opposing this because he does not want to contribute to the problems he thinks exists. Motion passed 2-1 with Mr. Weller voting nay.

Craig Sullivan, Executive Director of the County Supervisors Association provided an overview of the activities of the County Supervisors Association including a discussion on the recent legislative session. The Board thanked Mr. Sullivan for the exceptional work done by Mr. Sullivan and his staff for all of the counties. No action n was needed or taken.

Mr. Wengert presented the Consent Items A-E and recommended approval. **Mr. Shirley moved approval.** Mr. Weller stated he would not be seconding the motion. **Mr. White seconded Mr. Shirley's motion.** Mr. Weller stated that he is still working on the logistics related to the demands as well as still waiting on the requested information from the County Attorney's office, so he is opposing. County Manager/Clerk of the Board: A. Request approval of minutes dated August 4, 2014. B. Request approval of demands dated August 4, 2014 - August 18, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount 4IMPRINT 2,094.40 AMIGO CHEVROLET 1,652.75 BURNHAM MORTUARY 1,732.50 CCS PRESENTATION SYSTEMS 11,805.31 CDW GOVERNMENT LLC 2,122.93 COUNTY SUPERVISORS ASSOCIATION OF ARIZONA 55,285.00 DELL COMPUTER CORPORATION 2,087.99 DEWITT, COLLIN J 1,600.00 EMPIRE MACHINERY 4,402.76 FIREFIGHTERS AND POLICE OFFICERS CANCER INSURANCE 1,400.00 FRONTIER 1,738.31 GALL'S INC 2,084.11 GALLUP LUMBER & SUPPLY 1,313.43 GARY AUSTIN ADVERTISING 5,520.44 GILSBAR LLC 299,554.92 GREER, YVETTE L 1,246.04 HEWLETT PACKARD COMPANY 17,227.14 HUGHES SUPPLY INC (LAKESIDE) 3,361.37 NATIONAL NATIVE AMERICAN LAW ENFORCEMENT ASSOC 1,275.00 NAVAJO SANITATION INC 1,780.81 PIMA COUNTY MEDICAL 6,600.00 QUILL CORP 2,814.21 RUSH TRUCK CENTER 1,941.19 SALINE PEST MANAGEMENT INC 1,005.00 SHELL OIL 1,743.37 STALEY LAW FIRM PLLC 1,221.00 THATCHER, JOHN L III 1,000.00 THE AARONS COMPANY LLC 3,000.00 THE LIBRARY STORE INC 1,681.17 TJP COMMUNICATIONS 3,289.39 TRINITY SERVICES GROUP INC 17,153.99 TWIN EAGLE DISTRIBUTING INC 2,756.34 VALLEY AUTO PARTS 1,236.75 WELLS FARGO BANK 1,572.65 WHOLESALE FLOORS LLC 7,091.01 WYMAN CENTER INC 1,653.75 YOUNG, JOSEPH 7,140.00 ARIZONA WIRELESS AND RADIO INC 29,417.06 BANK OF THE WEST 2,118.32 BLUE HILLS ENVIRONMENTAL 12,232.10 COMMUNITY COUNSELING CENTERS INC 10,644.00 COUNTY SUPERVISORS ASSOCIATION OF ARIZONA 5,000.00 D & H

PETROLEUM & ENVIRONMENTAL SERVICES 16,499.07 EMPIRE MACHINERY 6,479.80 EZE TRAILER AND BOAT SALES 1,132.75 NACOG 5,000.00 OFFICE DEPOT 1,258.64 QUILL CORP 2,403.50 SWEETLANDS COMPLETE AUTO 1,089.14 WOODLAND BUILDING CENTER 2,085.45 YOUNG, JOSEPH 6,730.00 SHELL OIL 3,516.60 CASTLE FURNITURE 1,943.78 HENRY PRODUCTS INC 2,924.11 APACHE COUNTY HAS 2,749.59 APACHE COUNTY MEDICAL 139,569.02 APACHE COUNTY TAX WITHHOLDING 134,342.19 AZ STATE RETIREMENT SYSTEM 85,428.54 COLONIAL LIFE AND ACCIDENT INS 1,275.01 CORRECTIONS OFFICER RET PLAN 8,275.95 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,313.48 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 14,122.03 PUBLIC SAFETY SHERIFF RET 26,989.67 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,589.68 AZ BRAKE & CLUTCH SUPPLY 1,133.46 AZ DEPT OF HEALTH SERVICES 1,295.00 AZ STATE LIBRARY ARCHIVES & PUBLIC RECORD 8,807.48 BAUMAN HOME AND AUTO INC 1,149.87 BREWER LAW OFFICE PLLC 1,320.00 COCONINO COUNTY 3,733.33 CRISS CANDELARIA LAW OFFICE 1,661.00 DIAMOND DRUGS INC 4,727.78 FOUR CORNERS MATREIALS 1,086.00 FRONTIER 1,024.30 GBH COMMUNICATIONS INC 1,800.00 HILLYARD INC 1,558.94 KENDALL AND SON LTD 1,209.20 LAW OFFICE OF MARSHA GREGORY 8,841.00 MERCK SHARP & DOHME CORP 1,471.90 MERRILL, KYLER GRANT 1,890.00 NAVOPACHE ELECTRIC COOPERATIVE 10,195.31 QUILL CORP 2,945.70 SCHIFF, LAURENCE 1,000.00 ST JOHNS EMERGENCY SERVICES 1,333.26 TJP COMMUNICATIONS 1,783.45 UNIVERSAL FLEET CARD 1,695.90 VERITAS RESEARCH CONSULTING 1,400.00 VERIZON WIRELESS 2,192.92 WILLIAMS LAW GROUP PLLC 8,500.00 AZ COUNTIES INSURANCE POOL 1,702.86 KTTN RADIO STATION 4,987.50 PITNEY BOWES 4,851.68 QUILL CORP 5,813.44 AZ DEPT OF RISK MANAGEMENT 3,247.89

C. Request approval of a Special Event Liquor License application for American Legion Corporal Joe McCarthy for the event Octoberfest, to be held on October 4, 2014 located at the Concho Lions Club Park, Commercial Street in Concho, Arizona. Personnel Items: D. Notification of the retirement of Deputy Alfonso Morales who retired on July 31, 2014 after 19 years of service for the Apache County Sheriff's Office. E. Notification of the retirement of Pat Hall and request authorization to pay out her accumulated leave balance per Human Resources Policy. Motion passed 2-1 with Mr. Weller voting nay.

Mr. Wengert presented the item for possible action regarding a cost of living increase of 3% for those employees making a salary less than \$50,000 and a 2% increase for those employees making a salary more than \$50,000. **Mr. Shirley stated that he would have rather supported an across the Board increase but he understands the employees deserve the raise and as he has said before, the employees are the ones who make Apache County look good and he feels as a board, they need to do everything they can to support the staff and moved to approve the raises as outlined. Mr. White seconded the motion and stated that the employees deserve a raise and he advocated giving 3% to those making under \$50,000 and 2% to those making over \$50,000.** Mr. Weller stated he would love to do everything possible for the employees who take care of the necessities of the county so his vote against is not directed at the employees; he looks at his job as trying to protect the taxpayers of the County and if you look at the tax rate increase it is almost a 4.5% increase to get a 2% increase in revenues and part of that revenue increase is going to a 3% increase to the employees of a county who

received an increase last year, so the logic does not fit the concerns for the taxpayers of Apache County. Mr. Weller stated he would have been more supportive of an across the board increase because he is concerned with what it does long term to the style of management that an organization needs to have. Motion passed 2-1 with Mr. Weller voting nay.

Commander Mike Cirivello, on behalf of the Sheriff's Office, stated that the San Juan Fire was completely out now and requested ending the current state of emergency that was put into effect June 27, 2014. **Mr. White moved to end the state of emergency, seconded by Mr. Shirley.** Vote was unanimous.

Commander Mike Cirivello, on behalf of the Sheriff's Office, requested approval to enter into a one (1) year renewal lease agreement with Sanders Unified School District #18 ending June 30, 2015 for the use of the Apache County Sheriff's Office substation. Commander Cirivello stated that buildings are not available in that area so this is to rent two rooms at the school. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval to enter into a contract with Smith and Annala Engineering Company for consulting services at the limestone pit. Mr. Crosby stated that periodically he is required to blast new portions of the pit in order to obtain the limestone material and this company specializes in blasting and would like to contract with them for those engineering services. Mr. Weller and Mr. Crosby held a discussion on the issues related to the blasting issues. Mr. Crosby clarified this is an engineering company, not a blasting company, and in their scope of work, they work with the blasting company who they drill holes and the engineering company then places cameras in those holes and from what they see, they then develop strategies to blast the material in a more efficient and effective manner. Mr. Weller and Mr. Crosby held a discussion related to evaluating and selecting this specific company. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval to increase the weight limit of County Road 5020 to be compliant with state limits and to be consistent with Navajo County. Mr. Weller and Mr. Crosby held a discussion related to the impact to the road by the increase in trucks that would now be driving on it. **Mr. Weller made a motion to table the item so he could obtain more information related to their issue. Hearing no seconded, motion died for lack of a second. Mr. Shirley moved approval, seconded by Mr. White.** Vote was unanimous.

Mr. Wengert presented notification of the Northern Arizona Council of Governments Regional Council meeting on August 28, 2014 at the High Country Conference Center, 201 W. Butler Ave. in Flagstaff, Arizona at 10:00 a.m. where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed.

Chairman White opened the floor for the call to the public.

Lorraine Vaught, a resident of Vernon stated in the past months she has attended the meetings, she has seen a lack of respect towards the taxpayers and residents of the County as well as distention and lack of respect of board members toward one another and she is tired of hearing the phrase "we have done this for years"; just because something has been done for years does not necessarily mean it needs to continue. Mrs. Vaught stated she and others feel the system is

broken and has been for a long time and she has heard excuse after excuse why things are not done. Mrs. Vaught stated some are doing a great job but others need improvement and writing off over a million in revenue for debts that could not be collected, giving raises when the county is in debt and raising property taxes does not make sense to her. Mrs. Vaught asked the Board to pay closer attention to what is being done and make some correction in their course.

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

Approved this 2nd day of September, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manger _____

Date/Signature: _____

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

Demands

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: 08/21/2014

Janice Herrero

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 enter into Task Agreement #2 with the BIA division of Transportation, Chinle Agency and Apache County for the purpose of road maintenance on BIA routes.

BOS Meeting Date Requested 09/02/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: see attached

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Tamie Herrick

From: Ferrin Crosby
Sent: Thursday, August 21, 2014 6:20 AM
To: Beth Bond; Tamie Herrick
Subject: FW: task agreement 2
Attachments: TA 2 REVISED August 6 2014.doc

Beth,
Please include this in an item we will submit for the next BOS meeting. The CA comment is below.

Tamie,
Please recreate an agenda item for Task Agreement number 2 and give to it to Beth.

Thank you both,

Ferrin

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Wednesday, July 23, 2014 1:34 PM
To: Ferrin Crosby
Subject: RE: task agreement 2

The changes are minimal. I am ok with it.

From: Ferrin Crosby [FCrosby@co.apache.az.us]
Sent: Wednesday, July 23, 2014 12:54 PM
To: Joe Young
Subject: Fwd: task agreement 2

Joe would you please review this agreement. It is just slightly different than district ones agreement with BIA. This will be on the same time frame but includes a little more definition. I think it's good. BIA is on board also.

Thanks,

Ferrin



**United States Department of the Interior
Bureau of Indian Affairs
Chinle Agency
P. O. Box 7H
Chinle, Arizona 86503**

TASK AGREEMENT NO. 2

Apache County
And
Bureau of Indian Affairs Division of Transportation Chinle Agency

Task Agreement No. 2, herein referred to as Agreement, a partnership established between Apache County and Bureau of Indian Affairs (BIA) Division of Transportation (DOT) Chinle Agency. This agreement will supersede and replace task agreement No. 1

PURPOSE:

The purpose of this Agreement is for full dirt road blading services that may include minor washouts, roadside erosional backfill repairs, spot gravel application, and snow removal at the discretion of Apache County on the routes listed in Task Agreement No. 2.

DURATION:

The duration of this Agreement shall be December 31, 2015. Apache County may renew this Agreement for an additional two year period by notifying the parties hereto in writing.

FINANCING:

There is no exchange in funds between both parties under this Task Agreement 2.
BIA shall provide one (1) motor grader, all diesel fuel for the operations of one (1) said motor grader, and maintenance upkeep for one (1) said motor grader.
APACHE COUNTY shall provide one (1) heavy equipment operator for the duration of this Agreement; Apache County shall secure all necessary funding as salary for this one (1) said heavy equipment operator.

SCOPE OF MAINTENANCE:

BIA DOT Chinle Agency is requesting dirt road maintenance support services on the following routes:

<u>ROUTE</u>	<u>MILEAGE</u>	<u>ROUTE</u>	<u>MILEAGE</u>	
N7	14.1	N8086	17.6	
N26	8.6	N8087	2.8	
N8015	13.3	N8092	1.1	
N8016	6.3	N8094	11.6	
N8017	4.5	N271	2.0	
N8085	5.0	N8090	0.5	
	<hr/>		<hr/>	
	51.8		35.6	GRAND TOTAL
				87.4 Miles

BIA shall provide one (1) portable 2-way radio for communication purposes to the Apache County provided heavy equipment operator. Also, all BIA DOT heavy equipment insurance coverage for road maintenance related activities shall be updated and current. BIA shall provide a tentative schedule and process/procedure/inspection for maintenance of all designated routes within this agreement. BIA will be responsible for equipment storage at designated locations. Furthermore, BIA will maintain liability of all routes under this said agreement; routes will remain as BIA inventory.

APACHE COUNTY shall provide dirt road maintenance support services to BIA standards on designated routes listed in this agreement. Minor washout repairs, roadside erosional backfill, and spot gravel application may be completed at the discretion of Apache County. Additionally, snow removal duties shall be completed at the sole discretion of Apache County on the above listed routes with BIA DOT provided resources, i.e., motor grader and/or snow plow truck. The one (1) said employee shall report to Apache County respective office(s)/personnel. Apache County heavy equipment operator shall maintain a BIA DOT Construction Activity report documenting each day's task and progress.

TERMINATION AND/OR RENEWAL:

This agreement is effective until December 31, 2015. However, Apache County may renew this agreement for an additional two years by notifying the parties hereto in writing.

This Agreement may be terminated at any time by either party, Apache County or BIA DOT Chinle Agency.

INDEMNIFICATION:

The BIA will retain responsibility and liability for the design, construction and signage of the specified roads. The County will be liable only for the damages caused by its negligence in performing the maintenance activities as specified in this Task Agreement and as determined in accordance with Arizona law. The County will be allowed to place signs at the beginning and end of each specified road that it reasonably believes will limit its liability under this Task Agreement.

By entering into this Task Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

INSURANCE:

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

ACCEPTED AND APPROVED:

By _____ Date _____
APACHE COUNTY, BOARD OF SUPERVISORS, CHAIRMAN

By _____ Date _____
HERBY LARSEN, ACTING DIVISION MGR., BIA NAVAJO REGION

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature: 8/25/14

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

PERMISSION TO AWARD BID #201502 FOR CHINLE FUEL SYSTEM TO D&H PETROLEUM.


PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: 

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

Office Of
APACHE COUNTY ENGINEER

P.O. Box 238
ST. JOHNS, ARIZONA 85936

FERRIN CROSBY, P.E.
County Engineer

Telephone: (520) 337-4364
Facsimile: (520) 337-**2062**

8/25/14

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for **BID # 201502**.

D&H PETROLEUM	\$138,500.52
TANK SOLUTIONS	\$149,655.00

It is the recommendation of the Engineer's Office to award Bid #201502 to **D&H PETROLEUM**. They were the low bidder.

THANK YOU,

DALE HAUSER

SPECIFICATIONS.

DISPENSERS MUST BE EQUIPPED WITH 10:1 DRY REED SWITCH PULSARS.

APACHE COUNTY WILL IDENTIFY POWER SOURCE.

UNIT PRICE \$ 50,200.00
(Fuel Tank & Petroleum Equipment)

SALES TAX (A 5% SALES TAX WILL BE ASSESSED
TO ALL OUT OF STATE VENDORS) 7,125.00

INSTALLATION AT THE CHINLE ROAD YARD 92,330.00
(Labor & Material)

TOTAL BID PRICE \$ 149,655.00

DELIVERY AND INSTALLATION
TIME AFTER BID AWARD: 8 – 10 weeks

VENDOR NAME Tank Solutions

ADDRESS P.O. Box 11016 Glendale, AZ 85383

TELEPHONE 602-418-8499 FAX 623-780-1462

AUTHORIZED SIGNATURE 

DATE 08/20/14

FEDERAL ID # 86-0939218

CONTACT PERSON: DALE HAUSER (928)337-7531

Tank Solutions
Installation Proposal

P.O. Box 11016 Glendale, AZ 85318 Ph: 602-418-8499 Fax: 623-780-1462

Date: 08/20/14

Requested By: Attn: Dale Hauser
Apache County Public Works
Ph: 928-337-7531; Email: dlhauser@co.apache.az.us

Site Address: Chinle Rd Maintenance Yard
Chinle, AZ

Scope of Work: As per Bid # 201502 specifications; install 15,000 Gal UL 142 double wall steel, split compartment aboveground fuel storage tank; concrete tank pad, concrete containment wall and concrete drive pad.

Total: \$ 142,530.00 (excludes sales tax)

* **Exclusions:** Sales Tax estimated at 5% = \$7,125.00
* **Please note:** Quote valid for 30 days.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT

Wade Pettit Phone: 602-418-8499 Email: tanksolutions@cox.net
Larry Brewer Phone: 602-821-5182 Email: lbrewer660@gmail.com

TERMS AND CONDITIONS OF SALE

Tank Solutions is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver the items listed below due to the purchaser's failure to pay Tank Solutions any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by Tank Solutions to the date notice is received. Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest.

ACCEPTANCE OF PROPOSAL

The above price, specification and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Tank Solutions may file a Right to Lien against the equipment/labor.

Accepted By: _____ **Date:** _____

Printed Name: _____

Company: _____

Project Scope:

- 1) Form and pour; 46'Lx22'Wx6" thick concrete tank pad reinforced with #4 rebar placed 16" o.c.; 8"Wx30"H containment wall around perimeter, reinforced with #4 rebar; 41'Lx14'Wx6"thick drive pad reinforced with #4 rebar placed 16" o.c. Tank and drive pad to be surface poured to promote run-off drainage. Install (36) 4" steel pipe bollard around perimeter of tank. See Project Notes item (2).
- 2) Apply "Xypex" brand concrete coating on floor of tank pad and inside of containment walls.
- 3) Provide crane service to offload and set tank. See Project Notes item (3)
- 4) Install all tank hardware dispensing equipment; to include vents; spill and overfill protection; fuel level and leak gauges; submersible fuel pumps; dual product fuel dispenser and related hardware; product piping from pump to dispenser, and for overhead tank fills.
- 5) Complete electrical from existing service panel to fuel pumps and dispenser. Emergency shut-off switch to be installed at corner of tank pad. See Project Notes item (3).
- 6) Complete warranty start-up.

Project Notes:

- 1) Acquisition of construction permits is not included. Cost to acquire any permits if required would be considered an extra and invoiced at 10% over costs.
- 2) Site grading and removal/replacement of any paving is excluded. Any excess soil generated from minimal pad leveling trenching and bollard install to be disposed of on site.
- 3) Installation cost is based on site having good access. Cost for off-road, rough terrain travel will be considered extra.
- 4) Installation of electrical based on existing service panel having sufficient capacity available for equipment being installed; distance from service panel to tank pad is no more than 150', and service panel (if inside building) is no more than 20' from exterior wall.
- 5) All product piping to be schedule 40 black steel with threaded fittings.
- 6) An equipment platform for fuel dispenser will be installed inside containment wall and positioned at center of tank. Fuel pumping and dispensing to be as follows. Each tank compartment will have one (1) 3/4HP submersible pump piped to one (1) dual product mechanical fuel dispenser located on equipment platform. Remote spill containment boxes for tank refueling will mounted on tank slab at either side of dual dispenser in a manner to minimize piping.

General Notes:

- 1) Any work completed outside scope of work, or that which is not specifically mentioned in this proposal will be considered extra.
- 2) Construction/Installation work to be completed during normal weekday business hours unless noted otherwise.
- 3) All cost associated with the handling of contaminated soil if encountered are excluded from this proposal.
- 4) All painting is excluded from this proposal unless specifically noted otherwise.
- 5) Permit fees if included; do not include cost to: generate site plan; complete electrical load calculations; obtain engineered drawings.

Payment Terms:

- a. Thirty percent (30%) down payment required to order fuel tank and equipment.
- b. Thirty percent (30%) progress payment due on completion of concrete work and delivery off tank.
- c. Balance due on completion.

Options:

- 1) Deduct \$9,000.00 from base amount if all pipe bollards are deleted from project. A lesser deduction is available if only a portion of pipe bollards aren't required.

Equipment included:

- 1 – 15,000 gallon 8'dia x 40' long 2-compartment (7,500/7,500) UL142/F921 300 degree double wall aboveground storage tank on full length skids. Includes standard tappings, 24" manway, ladder rungs, painted off-white alkyd enamel.
- 3 – 244OM-0600AV Morrison – emergency vent 8" MNPT 8oz
- 1 – 623V-2203 OPW – 2NPT pressure vacuum vent 3" w.c.
- 1 – 354-0200AV Morrison – 2" normal vent cap
- 1 – 515-0300AC Morrison – 15 gallon remote spill container 3" port
- 1 – 515-2300AC Morrison – 15 gallon remote spill container 2ea 3" ports
- 1 – 1611AV-1605 OPW – vapor recovery adaptor
- 2 – 9095AA-3300AVEVR Morrison – remote positive shut-off fill limiter 6"FNPT x 3" FNPT
- 2 – 30V PT – 3" aluminum dust cap
- 2 – 30F PT – 3" aluminum male camlock adapter x male NPT
- 2 – 419-020011 Morrison – 3"x10' aluminum drop tube
- 2 – 246ADI-0600AV Morrison – 3" D.I. swing check for remote fill
- 2 – 691-1001V Morrison – 3" ball valve for remote fill
- 2 – 910ER-0100AV Morrison – 2" anti-syphon w/ expansion relief
- 2 – 346DI-0500AV Morrison – 2" external emergency fire valve
- 2 – 691-08001V Morrison – 2" ball valve
- 1 – 434-14002AK Morrison – AST pedestal sump for 2 product Bennett 3000 series
- 1 – 434CB-0075 1B Morrison - .75 inch connection boot (for pedestal sump)
- 2 – 434CB-200 1B Morrison – 2 inch connection boot (for pedestal sump)
- 6 – 434CBB0001-1B Morrison – bond kit for above boots
- 2 – STPR75VL2 FE Petro – 3/4hp variable length sub pump
- 2 – 880-041-5 Red Jacket – standard relay box
- 2 – FG200-MMS-18 Unisource – 2"x18" MxMS fireguard SS connector
- 1 – 3122SNR-27 Bennett – twin product, twin hose, mechanical commercial fuel dispenser with side load nozzle boot, standard painted body panels, with 10:1 pulsars installed
- 1 – 532327124-20869 Goodyear – 3/4" x 8" MxM whip hose
- 1 – 532327124-01269 Goodyear – 3/4" x 12' flexsteel w/fuelgrip MxM hose
- 1 – 159504-04 Husky – 1+XS automatic gasoline nozzle (black) pressure activated
- 1 – 0350 Husky – 3/4" hose swivel
- 1 – 3360 Husky – 3/4" re-connectable hose breakaway
- 1 – 532327132-20869 Goodyear – 1"x8" breakaway hose
- 1 – 532327132-01269 Goodyear – 1"x12' flexsteel w/fuelgrip MxM hose
- 1 – 20903-03 Husky – 1" Diesel nozzle
- 1 – 2276 Husky – 1" re-connectable breakaway
- 1 – 0087 Husky – 1" swivel
- 1 – 6100-4000 Pomeco – hose retriever for 1"x12'-14' hose
- 1 – 6100-6000 Pomeco – hose retriever for 3/4"x12'-14' hose
- 2 – 10BHMP-5830 OPW – double poppet shear valve – male
- 1 – 847990-001 Veeder-Root – stand alone dispenser sump sensor
- 2 – 818-0100AG Morrison – level gauge (clock style)
- 1 – K-2-96 Krueger – interstitial leak gauge
- 1 – 3-1210 UFC AST decal package for low sulfur Diesel
- 1 – 3-1110 UFC AST decal package for Regular Unleaded Gasoline

**BID SPECIFICATION
BID # 201502
ADDINDUM #1 8/11/14**

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR THE PURCHASE OF A TURN KEY FUELING SYSTEM FOR THE CHINLE ROAD YARD. APACHE COUNTY RESERVES THE RIGHT TO REJECT ANY PART OR ALL OF THE BID. VENDOR PROPOSAL MUST DESCRIBE IF THERE IS A DEVIATION FROM THE SPECIFICATIONS.

BID SPECIFICATION

(1) 15,000 GALLON DOUBLE WALL STORAGE TANK
TWO COMPARTMENT EACH 7,500 GALLONS

(2) 1 ½ HP SUBMERSIBLE MOTORS W/ 2" SOLENOID VALVES, (2) F-STOPS FOR W/
OVERFILL PREVENTIONS (2) 3" SCH 40 BLK PIPING FOR REMOTE FILLING

SKID MOUNTED

PUMP PLATFORM AT CENTER OF TANK INSIDE OF CONTAINMENT WALL

PREP, FORM AND POUR 41' X 23' X 6", 4,000 PSI CONTAINMENT STRUCTURE AT 110%
CAPACITY WITH XYPEX COATING AND 41' X 14' X 6" CONCRETE DRIVE PAD

FURNISH AND INSTALL (1) BENNETT MODEL 3122SNR-27, ELECTRONIC, TWO
PRODUCT DISPENSER W/ NEW HANGING HOSE HARDWARE

DISPENSER CONTAINMENT SUMP AND SUMP SENSOR

PROVIDE AND INSTALL NEW ELECTRICAL CONDUITS, WIRE AND CONNECTIONS
FOR FUELING EQUIPMENT

START UP, PURGE AND CALIBRATE FUEL SYSTEM

PERFORM LINE TIGHTNESS TEST, LEAK DETECTOR AND SUMP SENSOR
FUNCTIONALITY TEST.

ALL WORK WILL BE COMPLETED IN ACCORDANCE WITH RULES AND
REGUALTIONS SET FORTH BY LOCAL AUTHORITIES AND INCLUDING NAVAJO
NATION ENVIROMENTAL PROTECTION AGENCY, NATIONAL ELECTRIC CODE,
NATIONAL FIRE PROTECTION ASSOCIATION AND INDIVIDAUUL EQUIPMENT
MANUFACTURER

DISPENSERS MUST BE EQUIPPED WITH 10:1 DRY REED SWITCH PULSARS.

APACHE COUNTY WILL IDENTIFY POWER SOURCE.

UNIT PRICE

108,963.³²

SALES TAX (A 5% SALES TAX WILL BE ASSESSED
TO ALL OUT OF STATE VENDORS)

6,595.²⁶

INSTALLATION AT THE CHINLE ROAD YARD

22,941.⁹⁴

TOTAL BID PRICE

138,500.⁵²

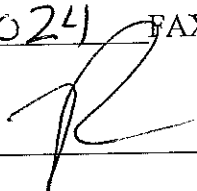
DELIVERY AND INSTALLATION
TIME AFTER BID AWARD:

120 days

VENDOR NAME D&H Petroleum and Environmental

ADDRESS P.O. Box 92407

TELEPHONE (505) 342-2024 FAX (505) 342-2109

AUTHORIZED SIGNATURE 

DATE Aug. 12, 2014

FEDERAL ID # 74-1603399

CONTACT PERSON: DALE HAUSER (928)337-7531

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering James Herron

Date/Signature: 08/21/2014

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 Resource Advisory Committee(RAC) Grants from USDA for road material to be applied to County Road 3140 in the amount of \$71,250.00 and County Road 4140 in the amount of \$14,345.00

BOS Meeting Date Requested 09/02/2014

PRE-AGENDA ITEM REVIEW

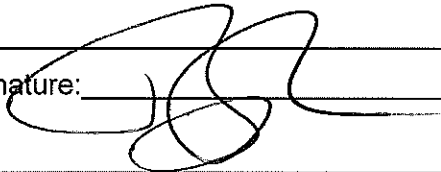
Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

OK per Michael Whiting email

Signature: see email

Finance Review:

Signature: 

Human Resources Review:

Signature:

Other Review:

Signature:

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

Tamie Herrick

From: Michael B. Whiting <MWhiting@apachelaw.net>
Sent: Thursday, August 21, 2014 2:15 PM
To: Tamie Herrick
Subject: RE: RAC Grant

the contract is fine as to form you can take this email as a signature for the agenda item

"Talk to Text" please ignore errors.

----- Original message -----

From: Tamie Herrick
Date: 08/21/2014 9:23 AM (GMT-07:00)
To: Joe Young
Subject: RAC Grant

Please review and send back by today, Aug. 21st. We are needing to get on the BOS for Sept. 2nd Thanks Tamie

FS Agreement No. 14-RO-11030121-028
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
APACHE COUNTY, ARIZONA
And The
USDA, FOREST SERVICE, APACHE-SITGREAVES NATIONAL FORESTS

This Project Agreement (agreement) is hereby made and entered into by and between Apache County, Arizona, hereinafter referred to as "County," and the USDA, Forest Service, Apache-Sitgreaves National Forests, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #13-RO-11030121-024 executed between the parties on September 7, 2013.

Project Title: County Road 4140/Water Canyon Road

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on September 7, 2013. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the treatment of 1.15 miles of roadway surface along CR4140/Water Canyon Road from the beginning of the Forest Service and Town of Eagar Boundary towards the south in to the Forest Service lands using 85 tons of Magnesium Chloride at an application rate of .5 gallons of product per Square Yard. In addition, the County will spot place 244.5 tons of limestone along the 1.15 mile route as preparation material prior to the application of Magnesium Chloride. County will provide equipment and personnel resources for the placement of the limestone material. The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$14,345.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$14,345.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's quarterly invoice. Each invoice from the County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) The County's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Larisa Bogardus, Grants Mgt. Specialist, lbogardus@fs.fed.us



V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ferrin Crosby, PE, County Engineer Apache County Public Works PO Box 238 St. Johns, AZ 85936 Phone: 928-337-7528 FAX: 928-337-7600 Email: fcrosby@co.apache.az.us	Tamie Herrick, Executive Assistant Apache County Public Works PO Box 238 St. Johns, AZ 85936 Phone: 928-337-7528 FAX: 928-337-7600 Email: therrick@co.apache.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Miller, Roads Engineer Apache-Sitgreaves National Forests PO Box 640 Springerville, AZ 85938 Phone: 928-333-6274 FAX: 928-333-5966 Email: chriswmiller@fs.fed.us	Larisa Bogardus, Grants Mgt. Specialist Apache-Sitgreaves National Forests PO Box 640 Springerville, AZ 85938 Phone: 928-333-6342 FAX: 928-333-5966 Email: lbogardus@fs.fed.us
	Marta I. Call, RAC Coord. Apache-Sitgreaves National Forests PO Box 640 – 30 S. Chiricahua Dr. Springerville, AZ 85938 Phone: 928-333-6336 FAX: 928-333-5966 Email: martaicall@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business;



- or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 30, 2017 at which time it will expire unless extended.
- L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



TOM M. WHITE, JR., Chairman
Apache County Board of Supervisors
Date

JAMES E. ZORNES, Forest Supervisor
U.S. Forest Service, Apache-Sitgreaves National Forests
Date

ATTEST:

Clerk
Date

APPROVED AS TO FORM:

County Attorney
Date

The authority and format of this agreement have been reviewed and approved for signature.

LARISA BOGARDUS
U.S. Forest Service Grants Management Specialist
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).



USDA, Forest Service

OMB 0596-0217
FS-1500-9A

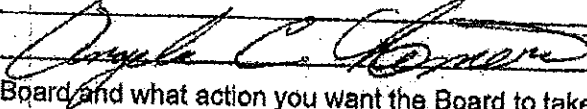
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature:

8/6/14 

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

Elections: Request approval of the Canvass of the August 26, 2014 Primary Election.

(Beth, if the election is not finalized by the September 2nd BOS meeting, we will need to call a special meeting that same week to complete the canvass - Must be canvassed by September 4th to allow time for me to get the information to the Secretary of State's Office.)

BOS Meeting Date Requested September 2, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Tuesday, August 12, 2014 3:22 PM
To: Beth Bond
Subject: Agenda Item

Beth, can we get an agenda item for the transwestern pipeline case. Just to finalize the settlement payment method

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: August 26, 2014

W. W. W. W.

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

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(4), discussion and possible action related to the proposed 10(j) rule modification by the USFWS.

BOS Meeting Date Requested September 2, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Board of Supervisors _____

Date/Signature: _____

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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested ongoing

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____
