



NAVAJO COUNTY BOARD OF SUPERVISORS

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger
"We are Navajo County"

NOTICE OF PUBLIC HEARING AND AGENDA

Tuesday, February 11, 2025

**NAVAJO COUNTY GOVERNMENTAL COMPLEX
BOARD OF SUPERVISORS' CHAMBERS
100 EAST CODE TALKERS DRIVE
HOLBROOK, AZ 86025**

One or more supervisors may attend telephonically

Pursuant to A.R.S. §38-431.02(H), the public body will have physical access to the meeting place one (1) hour prior to the start of the meeting. The Board may vote to meet in a closed executive session to discuss certain matters and for legal advice on any item as indicated on the following agenda, pursuant to A.R.S. § 38-431.03(A)(3). Items on the agenda may be considered out of order at the Chairperson's discretion. A copy of the agenda background material provided to the Board, except items to be considered in the executive session, is available for public inspection at the Navajo County website, www.navajocountyaz.gov

WATCH THE MEETING LIVE AT: www.navajocountyaz.gov/660

All public comments will need to be made in person or in writing. Written comments will be received by the Clerk of the Board's office twenty-four (24) hours prior to the Board meeting, at melissa.buckley@navajocountyaz.gov. Persons with disabilities who need accommodation to attend or participate in the meeting may contact the Clerk of the Board's office at least forty-eight (48) hours prior to the meeting, so accommodation can be arranged.

"NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before Navajo County makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Navajo County Board of Supervisors' regular meetings are recorded and may be viewed on Navajo County's website and social media pages. If you permit your child to attend/participate in a televised Navajo County Board of Supervisors meeting, a recording will be made, and your child's picture may be posted on Navajo County's social media pages. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting."

9:00 a.m. Call To Order: Invocation and Pledge of Allegiance

1. **CONSENT AGENDA:** These items are considered to be routine or administrative in nature and will be approved in a single motion. A Board member may request for any item to be removed from the consent agenda and considered on the regular agenda:
 - a. Minutes: January 28, 2025, Board of Supervisors Meeting Minutes
 - b. Memorandum of Understanding For Mexican Wolf and Management
 - c. Agreement between the Department of Public Safety, Navajo County, and Navajo County Sheriff's Office to enhance law enforcement services pertaining to the deterrence, apprehension, prosecution, and detainment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes within Navajo County
 - d. Amendment No. 2 to Kimley-Horn and Associates, Inc. On-Call Traffic Engineering Contract

- e. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Contract for professional services between Kimley-Horn and Associates, LLC and Navajo County for Buck Springs Road Equestrian Crossing Final Design - Revisions (Project); Professional Service Contract Amendment No. 2 with Painted Sky Engineering & Survey, LLC for Full House Lane Culvert Design; and Change Order #8 with EX2 Technology, LLC for the design, construction, maintenance and marketing of fiber optic infrastructure
- f. Sympathy Letters: Robert & Jennifer Ober; the family of Dorothy Jolley (former Navajo County Employee); and former Supervisor, Robert Black Jr. and family
- g. Agreement with Vector Solutions for training programs through the State of Arizona

2. **EMPLOYEE RECOGNITION:**

- a. Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of January: **Katy Chee** (Health Department); **Rhonda Krouse** (Health Department); and **Doris Stell** (Health Department)

Presented By: Lea Peterson

- b. Presentation on the activities of the CARE Committee for 2024

Presented By: Ron Smith

3. **SHERIFF'S OFFICE:**

- a. Presentation on the retirement of K-9 Kilo.

Presented By: K-9 Sergeant Danny Deets

4. **NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT:** Board of Directors Session:

- a. Wildfire Preparedness Update

Presented By: Catrina Jenkins

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

- 6. **CALL TO THE PUBLIC:** Individuals may address the Board on any relevant issue for up to 3 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

7. **ADJOURN**

8. **WORK SESSION:** Pursuant to ARS § 38-431.02 and ARS § 38-431(3), notice is hereby given to the members of the Navajo County Board of Supervisors and to the Public that a quorum of the Board of Supervisors may be present for a work session immediately following the Board of Supervisors Agenda in the Board Chambers where no official action will be taken.

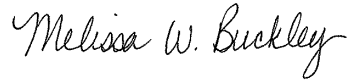
- a. Review of Renewable Energy Ordinance

Presented By: Mischa Larisch & Cody Cooper

Dated: February 6, 2025

NAVAJO COUNTY BOARD OF SUPERVISORS

Posted: 11:40 a.m. By: MWB

A handwritten signature in cursive script that reads "Melissa W. Buckley".

Melissa W. Buckley - Clerk of the Board



Board of Supervisors Regular

1. a.

Meeting Date: 02/11/2025

Title: Draft Minues

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

Department: Board of Supervisors

Motion before the Board:

Minutes: January 28, 2025, Board of Supervisors Meeting Minutes

Background:

Attachments

1.28.2025 DRAFT BOS Meeting Minutes

Form Review

Form Started By: Leah Thomas

Started On: 01/29/2025 02:40 PM

Final Approval Date: 01/29/2025

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, January 28, 2025

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

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

9:01 a.m. Call To Order: Invocation and Pledge of Allegiance was led by **Supervisor Alberto Peshlakai**.

CONSENT AGENDA:

- a. *Minutes: January 14, 2025, Regular Minutes and Executive Session Minutes*
- b. *Clerk of Superior Court Report, December 2024*
- c. *Constable Reports: Holbrook Precinct #1, August, September, October & November 2024; Snowflake Precinct #3, December 2024*
- d. *Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, Pinetop-Lakeside Precinct #6, December 2024*
- e. *Intergovernmental Agreement between the Navajo Nation and Navajo County Public Works to authorize Navajo County to continue using the remaining funds previously granted to it from the Navajo Rehabilitation Trust Fund for the purpose of conducting road maintenance and improvements on the Navajo Nation*
- f. *Reissuance of Stale Dated Checks*
- g. *Revised Amendment No. 1 to the Website Development, Hosting and Maintenance Contract #B22-08-016 correcting the Contract Term dates*
- h. *Request approval to conduct a board member election for Timberland Acres Domestic Water Improvement District on March 12, 2025*
- i. *2025 Board of Supervisors Committee Appointments:*
Supervisor Peshlakai made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

Vice-Chair Whitesinger made a motion to enter into the Navajo County Public Health Services District Board of Directors Session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT: Board of Directors
Session:

CONSENT AGENDA:

1. *Amendment to the Healthy Forest Initiative (HFI) 21-306 for a time extension to an end date of April 30, 2025:*

Vice-Chair Whitesinger made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

Supervisor Peshlakai made a motion to return to regular session, motion seconded by **Supervisor Benally**. Vote unanimous approving the motion.

ADMINISTRATIVE SERVICES:

- a. *Presentation to Deanne Romo on her Retirement from Navajo County after 43+ Years of Service:*

Eric Scott recognized Deanne Romo for her service to Navajo County for over 43 years. He stated that the administration team sent her a few questions regarding her time with Navajo County, indicating that her most memorable work experience was her time with juvenile detention, where she saw the construction of a new detention center and became certified in self-defense, as well as traveling to train new officers and that she remembered her campaign for Clerk of the Court, which allowed her to travel across the county and experience its beautiful landscapes. He indicated that when asked about her favorite county tradition, Ms. Romo shared her love for the county fair, which became a family tradition, especially enjoying the rodeo, demolition derby, and rides. He stated that in terms of staying motivated, she credited her mother, husband, and children for their support and emphasized the balance of her job which allowed her to maintain between work and family. He noted that over her 44-year career, she only held two positions, which is amazing. He stated that she is looking toward to the future as she plans to enjoy time with her family, especially her 14 grandchildren where she will attend various events, and travel both domestically and abroad with her husband, Tom. He recognized Ms. Romo's incredible dedication to the community over her lengthy career.

Michael Sample, on behalf of the Clerk of the Court's office, recognized Ms. Romo's 44 years of dedicated service to Navajo County. He stated that she is a Joseph City native, that she began her career at the Juvenile Detention Facility at age 22, where she spent 30 years and rose to a supervisory role, and then served as Clerk of the Court for 14 years after winning the position in 2010. He expressed his gratitude for having the opportunity to work with Ms. Romo and congratulated her on her retirement, wishing her the best as she enjoys time with her family and travels.

Deanne Romo expressed her gratitude, reflecting on her 44-year journey

with Navajo County. She shared how she started her career in 1979 and later took time off to start a family with her husband of 45 years, Tom. She thanked her husband, who has been her constant support, and credited her sister-in-law, Phyllis Romo, for encouraging her to run for Clerk of the Court, which led to her successful career in the position. She highlighted how her roles in juvenile detention and as Clerk of the Court allowed her to balance work and family, particularly with the flexibility of her schedule. She thanked her staff and the community for their support, noting that her career has been a privilege and honor.

Tom Romo shared his heartfelt gratitude, and spoke about how, throughout their life together, Ms. Romo always persevered without complaining, putting others before herself. He recalled how, even in small daily acts, like ensuring he had a dry towel, she always thought of others' comfort. He praised her dedication, highlighting her constant service to her family and staff. He expressed how blessed he felt to be married to her and looked forward to this new chapter in their lives, where they could finally focus on their own adventures. He spoke about her hard work and the positive impact she's had on everyone around her.

Ms. Romo stated that two-thirds of her life has been dedicated to the county, and while it's difficult to leave, she is confident in the future of the office. She expressed deep gratitude for her staff and the support she's received throughout her career. She shared her happiness with Michael Sample, who was appointed by Governor Hobbs to take over her position, indicating he will lead the office to new heights.

Vice-Chair Whitesinger congratulated Ms. Romo on her retirement, expressing admiration for the strong support system she has had throughout her career, especially from her family. She expressed excitement for Ms. Romo's future and gratitude for her thoughtful decision to appoint Mr. Sample, who will continue her legacy. She thanked Ms. Romo for her many years of service to Navajo County and wished her the best in her future endeavors.

Supervisor Benally thanked Ms. Romo for her 44 years of service to Navajo County, acknowledging the challenges and good times she has experienced throughout her career. She shared a personal story from her father about enjoying retirement and indicated that she hoped Ms. Romo would do the same by spending time with her children and grandchildren. She acknowledged her husband for being a supportive partner through the years. She expressed gratitude for Deanne's resilience and for being a valuable part of the county team, wishing her all the best in her retirement.

Supervisor Peshlakai expressed gratitude to Ms. Romo for her 44 years of service to Navajo County, acknowledging the sacrifices she and her family made, particularly her husband and immediate family, to support her career as an elected official. He thanked Ms. Romo's family for their support and for stepping in when needed. He spoke about his friendship with Ms. Romo. He wished Ms. Romo well in her retirement and indicated that he looks forward to crossing paths in the future.

Supervisor Seymore congratulated Ms. Romo on her retirement, recognizing her 44 years of service and the patience, sacrifice, and example she set throughout her career. He indicated that her work wasn't just about enduring, but about genuinely enjoying what she did, which

made her a positive presence in the workplace. He commended her caring, loving nature and how she made things better for others. He wished her and her husband success, good health, and many happy years together in retirement.

Chairman Whiting thanked Ms. Romo for her servant leadership style, recognizing her dedication and the respect she earned from her team. He indicated that she never demanded attention but led with humility and care, always prioritizing others. He noted that her leadership created a safe space for her team to grow and thrive and expressed appreciation for her friendship and the example she set. He wished her the best in her next chapter and thanked her for being the leader the county needed. Mr. Scott presented Ms. Romo with some tokens of appreciation for her service to Navajo County.

PUBLIC WORKS:

- a. *Consideration of a Task Agreement between the White Mountain Apache Tribe Division of Transportation and Navajo County to reimburse for crosswalk re-striping:*

Nicole Reske stated that this agreement is for a crosswalk re-striping project at the intersection of East Fatco and Fat County Roads, requested by the Division of Transportation in partnership with the White Mountain Apache Tribe. She indicated that the project aims to address safety concerns for employees of the White Mountain Apache Timber Company, who need better visibility when crossing from the parking lot to the mill. She stated that the estimated cost is between \$3,500 and \$4,000, which is covered within the current HURF budget. She indicated that the project was initiated through the county's transportation partnership process and that staff recommends approval.

Vice-Chair Whitesinger expressed her gratitude for the work done on the project, acknowledging that transitioning with leadership can make it challenging to establish new partnerships. She spoke about the efforts of Nicole Reske and Lamar Keevama in strengthening relationships and viewed the project as an important step in building those connections. She thanked everyone involved for their hard work.

Vice-Chair Whitesinger made a motion to approve a Task Agreement between the White Mountain Apache Tribe Division of Transportation and Navajo County to reimburse for crosswalk re-striping, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

- b. *Consideration of a Memorandum of Agreement between the Bureau of Indian Affairs, Fort Apache Agency Transportation Department and Navajo County for road related maintenance activities:*

Nicole Reske stated that Navajo County currently has an agreement with the White Mountain Apache Division of Transportation but has not had an agreement with the Fort Apache Bureau of Indian Affairs (BIA) since 2015. She indicated that a new Memorandum of Agreement (MOA) would update the expired agreement and strengthen the partnership, noting that the Government Relations Team has worked to reaffirm relationships with

federal and tribal partners to better support local residents. She stated that the MOA will allow the county to assist the BIA with project planning, coordination, and transportation materials for road repairs. She further stated that staff recommends approval

Vice-Chair Whitesinger spoke about the importance of partnerships in Navajo County, particularly in supporting projects across various townships and tribal communities. She indicated that the collaborations help mobilize resources and strengthen efforts. She mentioned specific projects, such as a bus turnaround in Cibecue, and expressed gratitude for the willingness of the Bureau of Indian Affairs (BIA) to partner with the county. She indicated that this agreement enhances the county's ability to leverage resources and work together with communities for mutual benefit.

Vice-Chair Whitesinger made a motion to approve a Memorandum of Agreement between the Bureau of Indian Affairs, Fort Apache Agency Transportation Department and Navajo County for road related maintenance activities, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

- c. *Consideration and adoption of **Resolution Number 02-2025** approving the Navajo County Design & Construction Standards & Specifications Manual to provide standards, specifications, and guidelines that complement and support the County Ordinances and Regulations:* A presentation was shown. William Flake spoke about the proposed Navajo County Design and Construction Standards and Specifications Manual, indicating that the manual consists of 477 pages and 14 chapters. He stated that the manual provides comprehensive guidelines for designing and constructing public roadways, infrastructure, and developments within the county and that it aims to enhance safety, streamline project reviews, and ensure consistent designs for developers and engineers. He indicated that the manual also includes provisions for waivers, allowing flexibility when needed. He spoke about some of the key chapters, which include land division, street planning, roadway design, drainage standards, and more. He stated that the manual is designed to improve quality, safety, and efficiency in development projects within the county.

Chairman Whiting thanked Ms. Flake for presentation.

Vice-Chair Whitesinger inquired if any responses were received during the outreach.

Mr. Flake stated that one response was received. He stated that the proposal was sent to five engineering firms and all municipalities for review, as well as being made available on the website for public access in draft form.

Chairman Whiting thanked the team the team for implementing a new, standardized approach, acknowledging that in the past, there was uncertainty around expectations and standards. He shared his appreciation for the effort to gather feedback from partners and stakeholders, making the process more transparent and predictable. He

indicated that this new system would make it easier for businesses to work with the county, as they now have clear expectations to follow, instead of facing uncertainty each time.

Vice-Chair Whitesinger expressed gratitude for the work done on the project, acknowledging its importance in supporting the organization and improving communication with the public. She indicated that the new structure would provide direct guidance to community members, property developers, and others. She thanked the team for engaging with the community in the process.

Vice-Chair Whitesinger made a motion to adopt **Resolution Number 03-2025** approving the Navajo County Design & Construction Standards & Specifications Manual to provide standards, specifications, and guidelines that complement and support the County Ordinances and Regulations, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

Vice-Chair Whitesinger made a motion to enter into the Victory Height Road Maintenance District Board of Directors Session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT: Board of Directors Session:

CONSENT AGENDA:

- a. *Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Insurance for Victory Heights Road Maintenance District:*
Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

Supervisor Peshlakai made a motion to return to regular session, motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

PLANNING & DEVELOPMENT SERVICES:

- a. *Consideration and approval of a Professional Services Contract between Navajo County and Kimley-Horn and Associates, Inc. to provide professional services for Navajo County Water and Wastewater Master Plan :*
Mischa Larisch spoke about the proposed Water and Wastewater Master Development Plan, noting that it will identify main water and wastewater lines across Navajo County, aiding in better planning for developments and subdivisions. He indicated that it will make development more cost-effective, reduce the need for onsite wastewater systems, and include detailed population projections, mapping, and a review of county standards and policies. He stated that the project has been included in the current budget, that it is estimated to be \$68,000 and that county

procurement standards have been followed.

Supervisor Whitesinger made a motion to approve a Professional Services Contract between Navajo County and Kimley-Horn and Associates, Inc. to provide professional services for Navajo County Water and Wastewater Master Plan, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

- b. **PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 03-2025**, approving/denying a Master Development Plan Amendment for Phases II, III, and IV of White Mountain Lake Vistas, which allowed for a total of 216 single-family lots, to a new Master Development Plan which will allow for 24 single-family lots, 133 manufactured homes, 133 multi-family units, storage and parking facilities, existing golf course, and undisturbed/recreation area in the White Mountain Lakes area:
- A presentation was shown. Cody Cooper spoke about the Master Development Plan amendment for a property in White Mountain Lakes. He stated that the development, owned by Allen Land Development LLC, is located on a 67.2-acre parcel and is proposing amendments to phases two, three, and four, which would allow for 290 residential units, with 24 of those being single-family homes, 133 being manufactured, and 133 being multi-family units, and additional amenities such as storage, parking facilities, and a potential convenience store. He indicated that the development also incorporates an existing golf course and a creek bed area that will remain undisturbed for environmental preservation. He stated that the proposal has raised concerns about infrastructure, wildlife impact, and the mix of housing types and that the developer has addressed some of these concerns by ensuring that the development will follow age restrictions near adjacent communities, removing camping areas near the creek to protect wildlife, and committing to improvements for water, sewer, and roadway infrastructure if needed. He indicated that the project will also follow lighting and drainage ordinances to minimize environmental impacts. Mr. Cooper stated that staff recommends approval of the amendment, with the 10 recommended conditions. He further stated that they have received 24 public comments, primarily around the concerns addressed above as well as construction noise, which will be managed by best practices, and that the developer has made efforts to address community concerns through revisions to the site plan.
- Doug Brimhall, with Painted Sky Engineering, expressed appreciation for the thorough review of the Master Site Development Plan Amendment project by the county staff. He thanked them for their efforts and mentioned that the developer is excited about the project, emphasizing the beauty of the property. He assured that they intend to preserve the area's natural beauty and acknowledged that additional plans, following new county standards, will be submitted for further review.

Chairman Whiting opened the Public Hearing. There being no comments, the Public Hearing was closed.

Chairman Whiting shared his appreciation to the team for their hard work on the project, acknowledging the concerns of the community. He thanked both the developer and the team for making efforts to work with the community and address their concerns, ensuring the development would be a good fit for the region while considering the feedback from local residents. He spoke about the positive experience in reviewing the project, noting that both the staff and the developer had made significant efforts to find solutions that accommodate both the development's needs and the community's desires.

Vice-Chair Whitesinger thanked the team for their efforts on the project and praised the collaborative work between residents and the new property owners, emphasizing that it was a great example of effective stewardship. She shared her appreciation for the consideration given to preserving the land's beauty while also maintaining positive relationships with the local community. **Supervisor Seymore** expressed his appreciation for the opportunity to discuss the project and thanked everyone for their work on addressing community needs and making necessary changes. He acknowledged the increase in density from 216 to around 290 units, expressing some concern about future amendments to the plat. He indicated that the current plan is well-suited to the area and addresses the need for more affordable housing.

Vice-Chair Whitesinger made a motion to adopt **Resolution Number 04-2025**, approving a Master Development Plan Amendment for Phases II, III, and IV of White Mountain Lake Vistas, which allowed for a total of 216 single-family lots, to a new Master Development Plan which will allow for 24 single-family lots, 133 manufactured homes, 133 multi-family units, storage and parking facilities, existing golf course, and undisturbed/recreation area in the White Mountain Lakes area, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

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

Supervisor Seymore recommended two movies, Unstoppable, that is a true story about an ASU wrestler and Brave the Dark, indicating that both are great stories. He expressed gratitude for being able to attend the meeting virtually and stated that he hopes to be back in person soon.

Supervisor Peshlakai stated that in December he attended various Chapter meetings, hosted a Christmas dinner at the White Cone Senior Center, and participated in community Christmas events. He stated that this month he has attended meetings related to the Fort Defiance and Chinle Agencies, as well as the Indian Arizona's Indian Tribes and Legislative Day at the State Capitol. He spoke about the coordination of a celebration by the Veterans Organizations along Navajo Route 6 for the installation of Korean War Veterans Memorial signs. He stated that he has attended an Alliance of Charities meeting at the Holbrook Senior Center and participated in the Joseph City Chamber of Commerce meeting. He indicated that the 25th Navajo Nation Council's Winter Session started January 27, 2025 and noted that they re-elected their Speaker, Crystalyne Curley, who is the first female to hold the position and serve two consecutive terms. He stated that he has also been coordinating and facilitating the monthly District II

Community Network Meetings

Vice-Chair Whitesinger shared her appreciation to the Sheriff's Office for their efforts in addressing misinformation about ICE and tribal community members. She emphasized the importance of providing accurate information to the public, particularly in today's political climate, and highlighted the professionalism of the Sheriff's Department in investigating the situation. She spoke about her experience as a keynote speaker, offering thoughts on the importance of contributing positively to the world and shared a quote from Gordon B. Hinckley, stressing that it is not enough to be good but to be good for something, advocating for personal growth, healthy principles, and building quality organizations in communities.

Chairman Whiting spoke about concerns with fire season and expressed appreciation for the collaboration between various fire departments and agencies in the region. He indicated that the Navajo County team works closely with fire departments, towns, cities, and agencies like the Forest Service to ensure preparedness for fire season. He recognized the importance of aligning efforts to prevent and manage fires and highlighted the cooperation of industries, who, despite fire restrictions, offer support where they can. He spoke about the importance of teamwork, preparation, and community prayer for moisture in the region.

CALL TO THE PUBLIC:

There was no Call to the Public.

ADJOURN: 10:27 a.m. meeting adjourned.

APPROVED:

DATED: February 11, 2025

Jason Whiting, Chairman
Navajo County Board of Supervisors

ATTEST:

Melissa W. Buckley, Clerk
Navajo County Board of Supervisors



Board of Supervisors Regular

1. b.

Meeting Date: 02/11/2025

Title: MOU Mexican Wolf Recovery and Management

Submitted For: Bryan Layton, County Manager

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

Department: Administrative Services

Motion before the Board:

Memorandum of Understanding For Mexican Wolf and Management

Background:

The primary purpose of this MOU is to establish a framework for the Signatories to exchange views, information or advice relating to the management or implementation of reestablishing a viable population of Mexican wolves in Arizona and New Mexico within the Mexican Wolf Experimental Population Area (hereafter MWEPA1) as defined in the 10(j) Rule, to contribute to the long-term conservation and recovery of the Mexican wolf.

Attachments

Mexican Wolf MOU

Form Review

Form Started By: Melissa Buckley

Started On: 01/27/2025 01:31 PM

Final Approval Date: 01/27/2025

Memorandum of Understanding

For Mexican Wolf Recovery and Management

October 18, 2024

This Memorandum of Understanding (hereafter MOU) establishes a framework for collaboration on a long-term, scientifically based program to reintroduce and manage Mexican wolves (*Canis lupus baileyi*) in Arizona and New Mexico to contribute toward the recovery of this endangered subspecies, in accordance with the Mexican Wolf Recovery Plan, Second Revision (Recovery Plan). This MOU is made and entered into by and among the following Federal, state, Tribal, and local government agencies.

- Lead Agencies. Lead Agencies are limited to Federal, State, and Tribal governments or Federal, State, and Tribal government entities. To be a Lead Agency a Federal, State, or Tribal government or governmental entity must have regulatory jurisdiction and management authority over Mexican wolves and/or the federal lands that Mexican wolves occupy in Arizona and New Mexico. A Lead Agency can also include federal government entities that have expertise in resolving conflicts between humans and wildlife, including threatened and endangered species. Tribal governments or Tribal government entities that are Lead Agencies are limited to those Native American Tribes, Pueblos, and Nations that are managing for the recovery of Mexican wolves.
 1. Arizona Game and Fish Department (AZGFD), as authorized to enter into MOUs as the administrative agent of the Arizona Game and Fish Commission, A.R.S. § 17-231.B.7; as authorized by Arizona Revised Statutes (Title 17) and by a Cooperative Agreement executed in 1985 by AZGFD and USFWS, pursuant to Section 6 of the Endangered Species Act of 1973, as amended (ESA); a Memorandum of Understanding executed in 2008 with USFWS for ESA implementation in Arizona; and as authorized under permits issued to AZGFD by USFWS under ESA Section 10.
 2. New Mexico Department of Game and Fish (NMDGF), as authorized to enter into MOUs with federal agencies for the management of endangered species, under the Wildlife Conservation Act 17-2-37 to 17-2-46 NMSA 1978; and by a Cooperative Agreement executed in 1976 by the NMDGF and the USFWS, entered into under Section 6 of the ESA; and as authorized under permits issued to the NMDGF by USFWS under ESA Section 10.
 3. United States Department of Agriculture (U.S.D.A) Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), as authorized to enter into MOUs with states, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting a program of wildlife services; Animal Damage Control Act of March 2, 1931, as amended; 7 U.S.C.§§ 8351-8352) and the Act of December 22,1987 (U.S.C. § 8353).

4. U.S.D.A. Forest Service Southwestern Region (USFS), as authorized under the Multiple-Use Sustained-Yield Act of 1960 (16 U.S.C. §§ 528-531), National Forest Management Act of 1976 (16 U.S.C. §§ 1600 et seq.), and the ESA.
 5. United States Department of the Interior (U.S.D.I.) Bureau of Land Management (BLM), as authorized under the Federal Land Policy and Management Act of 1976, (43 U.S.C. 1701 -1787), and the ESA.
 6. U.S.D.I. Fish and Wildlife Service Region 2 (USFWS), as authorized under the ESA.
 7. U.S.D.I. National Park Service (NPS), as authorized to manage wildlife under 54 U.S.C. 100101(a) and other applicable NPS statutes.
 8. White Mountain Apache Tribe (WMAT), as authorized to enter into MOUs, i.e. Article IV Section 1 of the Tribal Constitution.
- Cooperating Entities. Cooperating Entities are responsible for representing constituency interests while striving to make Mexican wolf reintroduction and management compatible with current and planned human activities, such as livestock grazing, hunting, and recreation. The Arizona counties of Apache, Gila, Graham, Greenlee, Navajo, and the Eastern Arizona Counties Organization (EACO) are Cooperating Entities, as authorized by the State of Arizona, which enables counties to protect the health, safety, and welfare of its citizens, pursuant to Arizona Revised Statutes § 11-806(b), as well as county laws, including county land-use plans, water and watershed plans, and environmental, natural resource, and cultural resource laws and policies. Catron and Sierra Counties in New Mexico are Cooperating Entities, as authorized by the State of New Mexico pursuant NMSA 1978, Section 4-37-1 (1995) which provides that counties have the power to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants.

Collectively, all Lead Agencies and Cooperating Entities to this MOU are hereafter referred to as Signatories.

- Informed Parties are non-signatory agencies or entities that have regulatory jurisdiction and management over the lands that Mexican wolves may occupy in Arizona and New Mexico. The USFWS may invite Informed Parties to participate in activities of the Signatories, such as meetings and document review. An Informed Party can request to become a Cooperating Entity or Lead Agency if they experience a qualifying event as determined by the Executive Committee, as defined below. Requests to become a Cooperating Entity will be approved by a majority vote of the Executive Committee. At the time of this MOU, San Carlos Apache Tribe and the United States Army Garrison White Sands Missile Range are recognized as Informed Parties.

Witnesseth

WHEREAS, the ESA declares the policy of Congress to be “that all Federal departments and agencies shall seek to conserve endangered species and threatened species and shall utilize their authorities in furtherance of the purposes of this Act;” and

WHEREAS, in 2015, the USFWS listed the Mexican wolf as an endangered subspecies (80 FR 2488); and in 2022, published the Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf (87 FR 39348) (this and subsequent revisions to these regulations hereafter referred to as the “10(j) Rule”) and in 2022 the USFWS published the Mexican Wolf Recovery Plan, Second Revision (Recovery Plan); and

WHEREAS, the Signatories are committed to establishing and maintaining an ecologically and socially appropriate balance between the interests of recovering the Mexican wolf and preventing or alleviating negative impacts that wolf predation might have on livestock or wildlife; and

WHEREAS, many Signatories have participated in Mexican wolf reintroduction and management since 2003 or earlier under previous interagency MOUs, all Signatories have agreed it would best serve all interests to establish a new MOU that provides a long-term framework for collaboration in Mexican wolf reintroduction and management in accordance with the 10(j) Rule and the Recovery Plan.

NOW THEREFORE, the Signatories enter this MOU to accomplish its purpose and objectives as stated below:

Purpose

The primary purpose of this MOU is to establish a framework for the Signatories to exchange views, information or advice relating to the management or implementation of reestablishing a viable population of Mexican wolves in Arizona and New Mexico within the Mexican Wolf Experimental Population Area (hereafter MWEPA¹) as defined in the 10(j) Rule, to contribute to the long-term conservation and recovery of the Mexican wolf.

Objectives

The objectives of this MOU are as follows:

1. Collaboratively reintroduce and/or manage Mexican wolves within the MWEPA (consistent with Tribal management plans and agreements) to achieve the recovery criteria in the Recovery Plan.
2. Ensure that efforts toward Mexican wolf recovery are productively integrated with, and appropriately balanced by, programs that prevent, reduce, or mitigate negative impacts that Mexican wolf reintroduction and management might have on lawful uses of Federal, state, and private lands, and participating Tribal Trust Lands. Toward that end, the Signatories will work with existing programs, including the Livestock Indemnity Program under the Farm Services Agency, Arizona Livestock Loss Board, and New Mexico County Livestock Loss Authority to provide funding for such measures as financial resources allow. In addition, the Signatories will assist in implementing any other program that can help reduce

¹ The MWEPA includes the area established in the 10(j) Rule, which includes all of Arizona and New Mexico between Interstate 40 and the U.S./Mexico International border. In accordance with the 10(j) Rule, the USFWS can establish management agreements with state game and fish agencies and tribes for the management of Mexican wolves. Tribes can also request the removal of Mexican wolves from Tribal lands within the MWEPA.

wolf/livestock conflicts or alleviate the impacts of livestock depredation by wolves, while enabling progress toward the recovery of Mexican wolves within existing statutory authorities and budget allocations.

3. Foster cooperation that improves the science-based foundation for Mexican wolf recovery by conducting or facilitating research necessary to achieve recovery criteria and developing Standard Operating Procedures to guide the management of the experimental population consistent with the 10(j) Rule and Recovery Plan.
4. Encourage commitment of sufficient resources (including funding, staff, equipment, etc.) to achieve mutually agreeable guidance, practices, performance, and results in each of the areas delineated above, within existing statutory authorities and budget allocations.
5. Share timely information, as appropriate, with the public regarding the Mexican Wolf Recovery Program to foster transparent and effective communications regarding the goals and commitments under this MOU.

Framework:

1. The Signatory to this MOU for each Lead Agency, or their designee, will serve as a member of the Executive Committee. The purpose of the Executive Committee is to exchange views, information, or advice on decisions and resources necessary for the reintroduction and management of the Mexican wolf consistent with the 10(j) Rule and Recovery Plan. The Executive Committee recognizes that USFWS may make decisions within its statutory authority regardless of Executive Committee input and recommendations. The USFWS and its state and tribal wildlife management partners will strive to incorporate Executive Committee input into decisions regarding the reintroduction and management of Mexican wolves to the maximum extent practicable.
2. Each Cooperating Entity will designate a representative to participate in Management Team and Executive Committee meetings. Cooperating Entities will provide information and recommendations through the representatives to the Executive Committee to improve management of Mexican wolves and reduce conflicts with other human activities. The Cooperating Entities recognize the USFWS and its state and tribal wildlife management partners may make decisions within its statutory authority regardless of Cooperating Entity input and recommendations. The USFWS will strive to incorporate Cooperating Entity input into decisions regarding the reintroduction and management of Mexican wolves to the maximum extent practicable.
3. Cooperating Entities can have more than one representative attend Management Team and Executive Committee meetings, but will have only one designated representative who speaks on behalf of the Cooperating Entity.
4. Each Signatory to the MOU will designate a representative(s) to serve as a member of the Management Team. The purpose of the Management Team is to oversee the activities of the Interagency Field Team (IFT) and to provide information to the Executive Committee on pending actions and resource needs for Mexican wolf reintroduction and management.

5. The Management Team will be routinely updated by the IFT on reintroduction and management activities and by the USFWS on the Mexican Wolf Recovery Program.
6. The Management Team will review or develop:
 - a. Interagency annual work plans
 - b. Budget allocations
 - c. Standard Operating Procedures (SOP's) to be consistent with the 10(j) Rule
 - d. Outreach materials and processes
 - e. Annual and quarterly reports
 - f. Initial Release and Translocation Plans
6. The IFT members will consist of Lead Agency employees whose primary duties involve on-the-ground management of Mexican wolves. The IFT will make recommendations to the Lead Agencies as described below.
7. The non-Federal parties will provide input into operational decisions to the USFWS through the following processes:
 - a. The state or Tribal (jurisdictional) IFT lead (IFTL) and the USFWS Field Project Coordinator will manage all day-to-day issues within the guidance of SOPs (e.g., non-aerial population monitoring, trapping for monitoring purposes, food caches, depredation assignments), through informal discussion and coordination with the entire IFT, and will inform the MOU Signatories of the decisions, as appropriate. In the event of disagreement on how to resolve a management issue, the USFWS Field Coordinator will bring the issue to the applicable Management Team member(s). For issues that require dispute resolution, the IFT will refer to the "Dispute Resolution and Decision Making" sections of this document.
 - (i) To achieve the Recovery Plan's genetic criteria for downlisting and delisting, decisions regarding the timing, location and circumstances of Mexican wolf releases will be based on input from the IFT and will be made cooperatively by the USFWS with the AZGFD with respect to releases in Arizona, and by the USFWS with the NMDGF with respect to releases in New Mexico. Mexican wolves can be released on Tribal lands under a USFWS-approved management agreement with Tribal agencies. Additionally, prior to any releases occurring, the USFWS will comply with state permit requirements pursuant to (i) 43 C.F.R. pt. 24 and (ii) conditions imposed by any permit issued under section 10(a)(1)(A) of the Endangered Species Act, 16 U.S.C. 1539(a)(1)(A).
 - (ii) The IFT recommendations should incorporate input from all IFT members, but at a minimum will capture concerns and/or recommendations from the jurisdictional IFTL representatives.

- (iii) The IFT recommendation will be forwarded to the jurisdictional agency (i.e., state or tribe) and USFWS Management Team members for distribution to the entire Management Team for comment. After receiving and incorporating comments from the Management Team, the recommendation will be forwarded to the appropriate Signatories for decision and/or implementation, as described in the SOP for the operational decision.
 - (iv) Situations that require an immediate management response (e.g., removal of a wolf for safety concerns) will be authorized by the USFWS with notification to the Management Team as soon as possible.
 - (v) For issues that require dispute resolution, the IFT will refer to the “Dispute Resolution and Decision Making” section of this document.
8. On non-Tribal lands and in the absence of a state lead, the USFWS’s Regional Director will make determinations regarding management of Mexican wolves in accordance with the 10(j) Rule and Recovery Plan.
9. Dispute Resolution and Decision Making
- IFT disputes will be raised to the USFWS Field Project Coordinator and jurisdictional IFTL for resolution. If the dispute cannot be resolved at this level, it will be forwarded to involved Management Team representatives for resolution. If Management Team members are not able to resolve the dispute it will be raised to the Executive Committee; Management Team members will develop IFT recommendations and provide any additional information necessary for the Executive Committee’s consideration.
10. Coordination:
- a. The Executive Committee members, or their designees, will meet at least twice each year. At least one of these meetings will be in person.
 - b. The Management Team will meet at least twice each year. In-person attendance is encouraged but virtual participation opportunities will be provided.
 - c. The Executives Committee, the Management Team, and the IFT will explore work group paradigms to effectively incorporate a wide diversity of opinions and actions to achieve the Recovery Plan criteria.
 - d. IFT will meet a minimum of every other month. In-person attendance is encouraged but virtual participation opportunities will be provided.
11. Outreach to non-Tribal landowners and the public on Mexican wolf issues will be coordinated among the Signatories, as practicable.
12. Outreach to Tribal members will be coordinated among Tribal, state, and Federal agencies as practicable.

13. Press releases will be provided to the Signatories concurrent with, or prior to, the release to the media, as feasible.

Collaborative Roles and Responsibilities of the Signatories to this MOU:

14. The AZGFD will provide a Field Team Leader to serve as the AZGFD lead field representative, and other full-time staff and will provide, upon Arizona Game and Fish Commission (Commission) approval, all necessary AZGFD authorizations and permits, as approved by the Commission, to all Signatories on a timely basis consistent with applicable laws and Commission policy. The AZGFD will provide coordinated information to all interested parties relative to the Mexican wolf.
15. The NMDGF will provide a Field Team Leader to serve as the NMDGF lead field representative, and other full-time staff upon the New Mexico State Game Commission approval and subject to sufficient appropriations and authorizations made by the Legislature of New Mexico. Additionally, the NMDGF will provide coordinated information to all interested parties relative to the Mexican wolf.
16. The APHIS WS will assist with research needs through its National Wildlife Research Center and will, subject to available funding and in consideration of other cooperatively funded time commitments, provide Wildlife Damage Management Specialist(s), through its WS AZ and NM State Programs, to the IFT, who will: 1) investigate depredations and provide depredation investigation reports to livestock producers; 2) investigate human safety, nuisance, or other reported wolf conflicts and provide reports to the IFT; 3) serve as the lead agency for removal of wolves involved in depredations or nuisance behaviors, as authorized and requested by USFWS; and 4) provide assistance and input on IFT issues and priorities.
17. The USFS will provide a liaison to the IFT to: 1) serve as the primary liaison between the IFT and USFS on all Mexican wolf issues that pertain to USFS-managed lands, USFS permittees, and others forest users; 2) provide coordination between the various USFS District Rangers/Wildlife Staff/Regional Office and the IFT on wolf-related activities and issues; 3) provide assistance and input on IFT issues and priorities; and 4) facilitate obtaining necessary USFS authorizations, permits, environmental analyses, and closure orders.
18. The BLM will coordinate Mexican wolf management efforts related to BLM-managed public lands in Arizona and New Mexico with Signatories and facilitate communication and coordination with, and between, public lands users and Signatories to achieve the purpose of this MOU. The BLM will provide a liaison to the IFT when Mexican wolves become established on BLM-managed public lands or management situations warrant increased BLM involvement to: 1) serve as the primary liaison between the IFT and BLM on all wolf-related issues that pertain to BLM-managed lands, BLM permittees, and other public land users; 2) provide coordination between the various BLM District Offices/Field Offices/Wildlife Staff and the IFT on wolf-related activities and issues; 3) provide assistance and input on IFT issues and priorities; and 4) facilitate obtaining necessary BLM authorizations, permits and environmental analyses.

19. The USFWS is responsible for recovery of the Mexican wolf and for implementation of the Mexican Wolf Recovery Program. The USFWS will: 1) develop any necessary revisions to the Recovery Plan; 2) develop any necessary revisions to the 10(j) Rule; 3) lead the development of appropriate National Environmental Policy Act documents for the Mexican Wolf Recovery Program; 4) provide a Mexican Wolf Field Project Coordinator and/or an Interagency Field Team Lead; 5) manage the captive breeding program to ensure appropriate wolves (in terms of genetics and behavior) are available for releases and translocations; 6) lead development and dissemination of public education outreach and informational materials regarding the Mexican Wolf Recovery Program; 7) provide all necessary USFWS authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws; and 8) obtain all necessary authorizations or permits in accordance with applicable Federal law and regulations.
20. The NPS is primarily responsible for management of all wildlife, including species listed under the ESA, on lands and waters designated by Congress as part of the National Park System. The NPS will continue to conserve wolves as directed by the Organic Act of 1916, as guided by additional NPS authorities and policies, and each park's enabling legislation, and will continue to develop innovative and effective strategies to conserve the Mexican wolf on NPS lands within their historical range. Under the 10(j) rule, Mexican wolves dispersing onto NPS lands outside the 10(j) area will be protected as an endangered species under the ESA, and section 10(a)(1)(A) provisions for research and recovery would be subject to NPS research permitting authorities and policies while those animals reside within NPS unit boundaries. Under 10(j) provisions, Mexican wolves on NPS lands within the 10(j) area will receive protection as a threatened species, and likewise section 10(a)(1)(A) provisions would be subject to NPS research permitting authorities and policies. For the purposes of section 7 of the ESA, nonessential experimental populations are treated as threatened species when the nonessential experimental population is located within a National Wildlife Refuge or National Park, and therefore section 7(a)(1) and the consultation requirements of section 7(a)(2) of the ESA apply in National Wildlife Refuges and National Parks.
21. White Mountain Apache Tribe Game and Fish Department is responsible for the management of wildlife on the Fort Apache Indian Reservation. The WMAT Mexican Wolf Project is responsible for reintroduction and management of Mexican wolves on the Fort Apache Indian Reservation, in Arizona, and voluntarily providing assistance on non-Tribal lands in Arizona and New Mexico as requested by the appropriate agency. The WMAT Game and Fish Department will provide a Mexican Wolf Biologist/Field Team Leader to serve as the WMAT lead field representative and other full-time staff.
22. The Arizona counties of Apache, Gila, Graham, Greenlee, Navajo, and the Eastern Arizona Counties Organization (EACO), and the New Mexico counties of Catron and Sierra will: 1) enhance communication with other interested parties and the public to keep them informed on the Mexican Wolf Recovery Program; 2) provide logistical and other support as necessary for the Mexican Wolf Recovery Program; 3) coordinate impact assessments and mitigation measures that may occur from reintroduction and management of the Mexican wolf, on health, safety, and welfare of the Counties and their residents.

It is Mutually Agreed and Understood by and among the Signatories in this MOU that:

1. The Federal Advisory Committee Act (FACA) governs the establishment, operation, administration, and termination of advisory committees within the executive branch of the Federal Government. Intergovernmental committees, as set forth in 41 CFR 102-3.40(g) include “[a]ny committee composed wholly of full-time or permanent part-time officers of employees of the Federal Government and elected officers of state, local and tribal governments (or their designated employees with authority to act on their behalf), acting in their official capacities.” Such committees are exempt from certain FACA provision provide that “[t]he purpose of such a committee must be solely to exchange views, information, or advice relating to the management or implementation of Federal programs established pursuant to statute, that explicitly or inherently share intergovernmental responsibilities or administration (see guidelines issued by the Office of Management and Budget (OMB) on sec.204(b) of the Unfunded Mandates Reform Act of 1995, 2 U.S.C. 1534(b), and OMB Memorandum M-95-20, dated September 21, 1995, available on the Committee Management Secretariat website).” 41 CFR 102-3.40(g).
2. The Signatories are primarily a coordinating body who have agreed through this MOU to exchange views, input, and advise in an effort to develop consensus-based recommendations to the maximum extent practicable subject to applicable law and acceptance by the appropriate jurisdictional agency. Collaboration pursuant to this MOU shall not abrogate nor shall it be construed to abrogate the jurisdictional or other legal authorities of any Signatory or of any other entity, including state and Tribal trust authorities for wildlife and wildlife management. All responsibilities, obligations, authorities, and discretion granted by applicable law to each of the Signatories shall be maintained.
3. Tribes: The USFWS will maintain government-to-government relationships with Tribal entities in a fashion consistent with Statements of Relationships, Secretarial Order 3206, Tribal Wolf Management Plans, Information Management Protocols, and all other applicable Federal laws, regulations, policies and treaties. The Tribes have broad police and management authorities for wildlife inherent in treaty rights and the above agreements. For example, the USFWS and the White Mountain Apache Tribe manage wolves under a management agreement which recognizes Tribal authority on the Fort Apache Indian Reservation. Tribes may voluntarily be involved in other processes associated with the signatories and may request the assistance of other signatory agencies in the management of Mexican wolves on Tribal Trust lands.
4. Certain discussions or documents provided to the Signatories, or their designees, will contain information on the Mexican Wolf Recovery Program that is confidential, but is provided to the Program's IFT, Management Team, and/or Executive Committee for informative purposes. Signatories acknowledge the confidential nature of this information and that it is, accordingly, not intended for distribution or discussion outside of the IFT, Management Team, or Executive Committee. The Signatories agree to maintain the confidentiality of the information they receive, to the extent permitted by law (e.g., FOIA or state public records law), and to limit its distribution or discussion outside of the IFT,

Management Team, or Executive Committee solely to their organizational leadership, as required and appropriate, on a strictly need-to-know basis.

5. The terms of this MOU are contingent upon sufficient resources being available to the Signatories for performance of this MOU, and nothing in this MOU commits a party to the expenditure of funds that are not appropriated or allocated. The Signatories will develop work plans each year, develop budgets and, as funding is available from all sources, assess priorities and apply the available funding to those priorities. Decisions as to whether sufficient resources are available to each Signatory shall be determined by each Signatory, shall be accepted by all other Signatories, and shall be final.
6. Specific work projects or activities that involve transfer of funds, services or property among the Signatories shall require execution of separate agreements or contracts and be contingent upon the availability of appropriated or other funds. Appropriate statutory authority must independently authorize such activities; this MOU does not provide such authority. Negotiation, execution and administration of each such separate agreement or contract must comply with all applicable statutes and regulations. Nothing in this MOU shall obligate the Signatories to encumber or transfer any funds, expend appropriations, or to enter into any contract or other obligations.
7. This MOU is not intended to, and does not create or establish, any substantive or procedural right, benefit, trust responsibility, claim, cause of action enforceable at law, or equity, in any administrative or judicial proceeding by a party or non-party against any party or against any employee, officer, agent, or representative of any party.
8. The Signatories and their respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU, except when transfers of funds are authorized by separate agreements or contracts. Each Signatory will carry out its separate activities in a coordinated and mutually beneficial manner. Employee assignment under this MOU is subject to approval by the employing agency.
9. Any information provided to the Federal and State Agencies under this instrument may be subject to release under the Freedom of Information Act (5 U.S.C. 552) (FOIA) or state public records law. However, nothing in this MOU shall be construed to affect the applicability of the exemptions set forth in 5 U.S.C. 552 (b).
10. In accordance with Secretarial Order 3206, to the extent consistent with the provisions of the Privacy Act, FOIA, and the Federal Agencies' abilities to continue to assert FOIA exemptions with regard to FOIA requests, the Federal Agencies shall make available to an Indian tribe all information held by the Federal Agencies which is related to its Indian lands and Tribal trust resources. In the course of the mutual exchange of information, the Federal Agencies shall protect, to the maximum extent practicable, Tribal information which has been disclosed to or collected by Federal Agencies. Federal Agencies shall promptly notify and, when appropriate, consult with affected tribes regarding all requests for Tribal information relating to the administration of the ESA.

11. This instrument in no way restricts the Signatories from participating in similar activities with other public or private agencies, organizations and individuals. This MOU does not modify or supersede other existing agreements between or among any of the Signatories.
12. This MOU takes effect on the date of the last signature of approval and shall remain in effect for 5 years after the date of the last signature. The Signatories will review the MOU prior to its scheduled expiration and extend it if so desired. Any Signatory may withdraw from this MOU with a 60-day written notice to the other Signatories. Withdrawal by one party shall not obligate any other Signatory to withdraw, nor shall it affect continued cooperation among remaining parties to this MOU.
13. In accordance with the laws of the State of Arizona, all parties are hereby put on notice that the State of Arizona's participation in this MOU is subject to cancellation pursuant to A.R.S. § 38-511.
14. This MOU may be amended at any time to include additional Signatories. An entity requesting Signatory status shall submit its request to the Signatories in the form of a document defining the requesting agency's proposed responsibilities pursuant to this MOU. Inclusion of additional Signatories shall be approved by majority voice concurrence of current Signatories. On approval, the new Signatory must comply with all aspects of the MOU as it was structured when its request for Signatory status was approved.
15. Conflicts between or among Signatories concerning this MOU that cannot be resolved at the lowest possible level shall be referred to the next higher level, as necessary, for resolution.
16. Each Signatory shall identify principal implementation and contract administration contacts for this MOU and provide their contact information to the other Signatories. Agencies may change their contact(s) by written notification to all Signatories. Contact changes by one Signatory shall not require concurrence of other Signatories.
17. This MOU is not a Federal contract, rule or regulation. This MOU shall not be construed as or interpreted to be final Federal agency action.
18. This MOU is subject to all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); and (b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686).
19. No member of or delegate to Congress shall be entitled to any share or part of this MOU, or to any benefit that may arise from it.
20. The provisions of any statutes and/or regulations cited in this MOU contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, this MOU does not impose legally binding requirements on the Signatories that conflict with statute or regulations, nor does it create a legal right of action for the Signatories or any third party.

21. Nothing in this MOU may be construed as creating any sort of exclusive arrangement between an agency or agencies, tribes, and the non-Federal Signatory.
22. Unless expressly provided by law, personnel, or volunteers of one Signatory shall not be considered to be agents or employees of the other Signatory for any purpose, and no joint venture or principal-agent relationship shall be deemed to exist. The personnel and volunteers of one Signatory are not entitled to any of the benefits that the other Signatory provides for its employees or volunteers. This MOU shall not make, or be deemed to make, employees of one Signatory subject to supervision by employees of another Signatory.
23. On behalf of itself, its officers, directors, members, employees, agents and representatives, each Signatory agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other Signatory, nor the results thereof. Each Signatory therefore agrees that it will assume the risk and liability to itself, its agents, employees and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the Signatory's own operations and/or the operation of its agents, employees and/or volunteers under this MOU. Each Signatory further releases and waives all claims against the other Signatory for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this MOU, including without limitation any loss, cost, damage, expense, personal injury, death, claim or other liability arising out of the other Signatory's negligence, provided, however, that either Signatory may agree to voluntarily compensate the other for damage to equipment. NOTE: This provision does not apply to agencies within the U.S. Department of Agriculture.

The Signatories hereto have executed the MOU as of the last written date below.

Director
Arizona Game and Fish Department

Director
New Mexico Department of Game and Fish

Regional Director
USDA APHIS/Wildlife Services, Western Region

Regional Forester
USDA Forest Service, Southwestern Region

State Director
Bureau of Land Management, Arizona State Office

State Director
Bureau of Land Management, New Mexico State Office

Regional Director
U.S. Fish and Wildlife Service, Southwest Region

Regional Director
National Park Service, Intermountain Region

Chair
White Mountain Apache Tribe

Apache County (AZ) Board of Supervisors

Gila County (AZ) Board of Supervisors

Graham County (AZ) Board of Supervisors

Greenlee County (AZ) Board of Supervisors

Navajo County (AZ) Board of Supervisors

Executive Director
Eastern Arizona Counties Organization

Catron County (NM) Board of Supervisors

Sierra County (NM) Board of Supervisors



Board of Supervisors Regular

1. c.

Meeting Date: 02/11/2025

Title: Local Border Support funding agreement

Submitted For: David Clouse, Sheriff

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

Department: Sheriff

Motion before the Board:

Agreement between the Department of Public Safety, Navajo County, and Navajo County Sheriff's Office to enhance law enforcement services pertaining to the deterrence, apprehension, prosecution, and detainment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes within Navajo County

Background:

The Navajo County Sheriff's Office has once again been awarded funding in the amount of \$998,404.50 from the Department of Public Safety for law enforcement services pertaining to the deterrence, apprehension, prosecution, and detainment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes within Navajo County. The awarded amount includes \$923,404.50 for 75% salary and ERE funding for one (1) K-9 Sergeant, one (1) K-9 Deputy, two (2) NCSO MCAT Detectives, one (1) MCAT Jail Intel Deputy, and four (4) municipal MCAT Detectives. Additionally, 50% salary and ERE funding for two (2) NCAO Prosecutors will be funded with this money. The NCSO aviation unit has also been awarded \$75,000 for operation and maintenance costs. This agreement is effective as of July 1, 2024 and shall remain in effect until June 30, 2026.

Attachments

Local Border Support

Form Review

Inbox

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 01/28/2025

Reviewed By

Brandt Clark

Kimberley Willis

Date

01/28/2025 02:02 PM

01/28/2025 02:16 PM

Started On: 01/28/2025 01:11 PM

AGREEMENT REGARDING LOCAL BORDER SUPPORT

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and Navajo County ("County"). The County will perform some of its roles in this Agreement through the Navajo County Sheriff's Office ("NCSO").

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within Navajo County, through the cooperative efforts of DPS and the NCSO – Local Border Support, hereinafter referred to as "LBS."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

I. PARTICIPATION

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, personnel, capital equipment, and non-capital equipment expenses.

II. DISBURSEMENT

DPS agrees to disburse LBS funding for equipment as requested in the Local Border Support application at a total of \$998,404.50. The award shall include funding in the amount of \$923,404.50 for personnel expenses for the MCAT task force and \$75,000 for the operational and maintenance costs of its Aviation unit.

III. IMMIGRATION

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

V. INDEMNIFICATION

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

VI. RECORDKEEPING

All records regarding the Agreement, including the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. JURISDICTION

County agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

IX. ARBITRATION

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

X. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on July 1, 2024 and shall remain in effect until June 30, 2026. All equipment must be received and fully paid for by June 30, 2026. Any funds unexpended will be deobligated and returned to DPS.

XII. AVAILABILITY OF FUNDS

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

XIII. CANCELLATION

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

XIV. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Philip L. Case, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Sheriff David Clouse
Navajo County Sheriff's Office
P.O. Box 668
Holbrook, AZ 86025

XV. VALIDITY

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____
Jeffrey D. Glover, Director
Arizona Department of Public Safety

DATE: _____

NAVAJO COUNTY

BY: _____
Mr. Jason E. Whiting, Chair

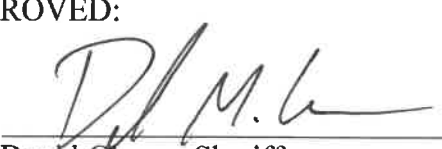
DATE: _____

ATTEST:

Ms. Melissa W. Buckley, Clerk of the Board

DATE: _____

APPROVED:

BY:  _____
David Clouse, Sheriff

DATE: 1/27/2025

**Board of Supervisors Regular****1. d.****Meeting Date:** 02/11/2025**Title:** Amendment No. 2 to Kimley-Horn and Associates, Inc. On-Call Traffic Engineering Contract**Submitted For:** Madhav Mundle, Public Works Director**Submitted By:** Jeanine Carruthers, Deputy Director Administration**Department:** Public Works

Motion before the Board:

Amendment No. 2 to Kimley-Horn and Associates, Inc. On-Call Traffic Engineering Contract

Background:

Amendment No. 2 to Kimley-Horn and Associates On-Call Traffic Engineering Contract increases the contract amount from forty thousand to ninety thousand. This contract is utilized for various projects on an as-needed basis at the request of the Navajo County Public Works Department.

Attachments

Amendment No. 2

Form Review**Inbox**

Brandt Clark

Public Works Director

Form Started By: Jeanine Carruthers

Final Approval Date: 01/31/2025

Reviewed By

Brandt Clark

Madhav Mundle

Date

01/31/2025 09:16 AM

01/31/2025 09:36 AM

Started On: 01/30/2025 12:07 PM



Navajo County Public Works

CONTRACT AMENDMENT NO. 2 CONTRACT FOR PROFESSIONAL SERVICES “On-Call Traffic Engineering Services”

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **Payment:** The contract price is hereby amended for the additional sum of not-to-exceed fifty thousand dollars (\$50,000.00) for a total contract price of not-to-exceed ninety thousand dollars (\$90,000.00).

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

Please signify your acceptance of this amendment by signing and returning this amendment to the address listed below, attention Jeanine Carruthers, as soon as possible.

Kimley-Horn
1001 W. Southern Avenue, Suite 131
Mesa, AZ 85210

Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with Navajo County. If you need to make changes to your address, correct the address above and initial.		The above referenced Contract Amendment is hereby executed this 11 th day of February 2025, at Holbrook, Arizona.
_____ Signature	_____ Date	_____ Chairman, Navajo County Board of Supervisors
_____ Typed/Printed Name and Title		



Board of Supervisors Regular

1. e.

Meeting Date: 02/11/2025

Title: Kimley-Horn Buck Springs Road Equestrian Crossing; Painted Sky Full House Lane Culvert Design; Change Order Ex2

Submitted For: Christine Dunlap, Executive Secretary

Submitted By: Christine Dunlap, Executive Secretary

Department: Board of Supervisors

Motion before the Board:

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Contract for professional services between Kimley-Horn and Associates, LLC and Navajo County for Buck Springs Road Equestrian Crossing Final Design - Revisions (Project); Professional Service Contract Amendment No. 2 with Painted Sky Engineering & Survey, LLC for Full House Lane Culvert Design; and Change Order #8 with EX2 Technology, LLC for the design, construction, maintenance and marketing of fiber optic infrastructure

Background:

1. Contract for Professional Services Between Kimley-Horn and Associates, LLC - Buck Springs Road Equestrian Crossing Final Design - Revisions (Project)
2. Professional Service Contract Amendment No. 2 with Painted Sky Engineering & Survey, LLC for Full House Lane Culvert Design
3. Change Order #8 with EX2 Technology, LLC for the design, construction, maintenance and marketing of fiber optic infrastructure

Attachments

Kimley-Horn Buck Springs Road Equestrian Crossing Final Design Revisions
Painted Sky Full House Lane
Change Order EX2

Form Review

Inbox

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 02/04/2025

Reviewed By

Melissa Buckley

Date

02/04/2025 11:31 AM

Started On: 01/27/2025 03:17 PM



CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT made as of January 27, 2025 between Navajo County ("County") and Kimley-Horn and Associates, Inc. ("Consultant").

WHEREAS, County requires certain professional services for Buck Springs Road Equestrian Crossing Final Design – Revisions ("Project"); and

WHEREAS, Consultant represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Consultant shall perform the work described in the Scope of Work dated January 22, 2025, and those additional items set forth in the Consultant's schedule and fee proposal dated December 17, 2024, in a competent and professional manner to the satisfaction of County. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without County's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by County, and Consultant shall be solely responsible for such matters.

4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without County's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
5. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by County shall not, except for reasonable cause, be exceeded by County or Consultant. The Schedule shall be adjusted, if necessary, as the Project proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives.
6. **Payment.** County shall pay to Consultant a not-to-exceed sum of five thousand seven hundred fifty dollars (\$5,750.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of County's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.
7. **Defects in Work.** County may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**
 - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect County and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County as an additional insured (except for Errors and Omissions / Professional Liability coverage).
 - B. The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Professional Liability	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Bodily Injury	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Personal Property	\$1,000,000 each occurrence and annual aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each occurrence and annual aggregate
Valuable Papers	\$100,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform County of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by County. Consultant shall notify County upon any termination of its regular professional liability coverage and shall obtain tail coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

9. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless County and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
10. **Records.** Consultant shall retain, and shall require each subcontractor to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by County upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of County.

11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Consultant delegate any duty hereunder without County's prior written approval.
12. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 21. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.
13. **Suspension and Termination by County:**
 - A. **Suspension.** County may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
 - B. **Termination for Cause.** County may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by County as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to County.
 - C. **Termination for Convenience.** County, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of County it is in County's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.
 - D. **Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant

shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) deliver or otherwise make available to County copies of all data, design calculations, drawings, specifications, reports, estimates, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.

14. **Termination by Consultant.** Consultant may terminate this Agreement upon written notice to County if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement upon written notice and a ten-day opportunity to cure if County fails to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by County equal in the aggregate more than 100% of the total number of days scheduled for completion.
15. **Governing Law.** This Agreement shall be governed by the law of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or the federal District of Arizona, but only after informal negotiation pursuant to Section 12.
16. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
17. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
18. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after County's final payment hereunder.
19. **Term.** This Contract for Professional Service is valid for one (1) year from the date the agreement was made between the two parties. Upon mutual agreement between the parties, this contract may be renewed up to four (4) additional one-year terms.
20. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the County's project manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.
21. **Severability.** The provisions of this Agreement are severable. Any provision held to

be invalid or unenforceable shall not affect the validity or enforceability of any other provision.

22. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: Kimberly Carroll, P.E., PTOE
Kimley-Horn and Associates, Inc.
1001 W. Southern Avenue, Suite 131
Mesa, AZ 85210

To Navajo County: Kolton Root, Senior Procurement Officer
Navajo County Public Works
P.O. Box 668
Holbrook, AZ 86025

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

Navajo County

By B. Layton
Bryan Layton, County Manager

ATTEST:

Melissa W. Buckley, Clerk of the Board

Approved As to Form:

Brandt Clark, Deputy County Attorney

Consultant

By _____

Title: _____



KIMLEY-HORN AND ASSOCIATES, INC
BUCK SPRINGS ROAD EQUESTRIAN CROSSING
FINAL DESIGN - REVISIONS
 (Revised 01/22/2025)

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Navajo County (the Client) in accordance with the terms of the Navajo County On-Call Technical Registration List and Master Agreement.

Specific scope of basic Services includes:

Structural Support Services

Kimley-Horn will develop load reactions at the base of the standard ADOT Type A pole and research breakaway anchor bolt products that meet the loading criteria to replace the standard breakaway pole bases.

KH will contact and coordinate with manufacturers to inquire about lead times, product availability, and cost.

KH will provide specifications for the breakaway bolts for use on the project along with 2 or 3 approved products that meet the specifications.

Kimley-Horn will update the project bid documents (plans, specs, and estimate) to reflect breakaway anchor bolt requirements.

Schedule:

Kimley-Horn will complete this assignment within four weeks of receipt of written notice to proceed.

Terms of Compensation:

The work associated with this project will be done on lump sum not to exceed fee of **\$5,750.00**:

ACCEPTED:

NAVAJO COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

BY: B. J. A.

BY: _____

TITLE: County Manager

TITLE: _____

DATE: 21 Jan 2025

DATE: _____

ONE-PAGE FEE ESTIMATE

Project Name: Buck Springs Breakaway Anchor

Client: Navajo County

Date of Fee Estimate: 12/17/2024

Calculate Cost & Rates based on:

Region: SOUTHWEST

Org: Phoenix Infra

Task #	Task name	P	P1	P2	P3	P4	P5	P6	P7	P8	D7	D8	CO5	CO6	T1	Admin (N4)	Accounting (B4)	Total Hours	Labor Sub-Total
1	Loading Calc & Documentation		8				1											9.0	\$ 1,480
2	Breakaway Anchor Research		6				2											8.0	\$ 1,422
3	Details & Plan Revisions		8				1											9.0	\$ 1,480
4	QC						3		1									4.0	\$ 1,115
Total Hours =		0	22	0	0	0	7	0	1	0	0	0	0	0	0	0	0	30.0	\$ 5,497

Labor Rates

		\$ 153.77				\$ 249.56		\$ 365.67								
--	--	-----------	--	--	--	-----------	--	-----------	--	--	--	--	--	--	--	--

Expenses	Markup	Cost	Price
Reimbursable Expenses	10%	\$ -	\$ -
Office Expense	4.6%	\$ 253	\$ 253
Sub-Consultant 1	10%	\$ -	\$ -
Sub-Consultant 2	5%	\$ -	\$ -
Sub-Total Expenses:		\$ 253	\$ 253

Project Fee Summary

Labor Fee: \$ 5,497

Expense Fee: \$ 253

Total Fee: \$ 5,750





**EXTENSION OF SCOPE OF SERVICES/CHANGE ORDER
RECORD OF AUTHORIZATION
CHANGE ORDER NO. 2**

PROJECT NAME: Full House Lane Culvert Design

PSES JOB NO.: 09536-23001 **PROPOSAL NO.:** P22-308

THIS EXTENSION DATED January 22, 2025 IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT DATED November 11, 2022.

DESCRIPTION OF ADDITIONAL WORK:

Painted Sky Engineering & Survey shall revise the civil drawings for the culvert crossing at Full House Lane to show a precast concrete box culvert. This will be shown on the drawing per the manufacturer's recommendations. PSES shall also provide a traffic control plan to be executed by the contractor at the time of construction.

CURRENT CONTRACT AMOUNT	\$ <u>13,610.00</u>
COST OF ADDED WORK Select: ☒ Lump Sum or ☐ T&M NTE	\$ <u>4,906.00</u>
TOTAL NEW CONTRACT AMOUNT	\$ <u>18,516.00</u>

PAINTED SKY ENGINEERING _____
Signature Date

CLIENT AUTHORIZATION B. J. A. 30 Jan 2025
Name Date

ADDED WORK WILL COMMENCE UPON RECEIPT OF EXECUTED FORM

176 N. Main Street, Snowflake, AZ 85937
4672 Maverick Lane, Ste. 2B, Lakeside, AZ 85929
Tel 928.537.7218



Client: Navajo County

Project: Full House Lane Culvert Design

Desc.: Additional Services

			Doug Brimhall	Jeff Despain	Andrew Brimhall	John Cummins	Reimbursable Expenses			
Tasks	Task Description	Total Hours	Principal Engineer	Sr. Project Manager	E.I.T.	Civil Designer	Subs	Mileage	Total Reimbursable Expenses w/10%	Contract Budget Lump Sum
1	Changes to Civil Drawing	12.0	2.0	2.0	4.0	4.0	-	-	-	\$ 1,623
2	Traffic Control Plan	24.0	4.0		4.0	16.0	-	-	-	\$ 3,283
TOTALS		36.0	6.0	2.0	8.0	20.0	-	-	-	\$ 4,906

CHANGE ORDER			
Change Order/Request No.:	008	Date of Issuance:	January 24, 2025
Contractor:	EX2 Technology, LLC	Date of Agreement:	March 1, 2023
Contract For:	The Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure		

This Change Order ("CO") to the Contract is made by and between EX2 Technology, LLC ("Contractor") and Navajo County, Arizona ("County").

This CO will have, in detail, revisions to the Contract whether in changing, adding or removing items and/or language from the contract.

Except as amended herein, all other terms and conditions shall remain in full force and effect.

1. Schedule 2.1, Scope of Work

No change. This change order is a request for additional allowance to be used for the Class III, ASLD Native Plant Survey and Forest Service NEPA line item, in accordance with the attached Consultant Labor Hours Worksheet ("ATTACHMENT 1").

2. Schedule 3.1, System Price

Contractor and Contractor's Consultant agree, under the most current Scope of Work, that no additional cost will be added to the price set forth herein. Consultant shall continue with any current and additional monitoring, preconstruction flagging, and monitoring field efforts, as needed, for the remainder of the project at no additional cost to the Contractor or the County.

Item	Price
Class III, ASLD Native Plant Survey and Forest Service NEPA	\$51,681.75
NTE Total Price	\$51,681.75

3. Schedule 5.2, Progress Schedule

The schedule for this change order will be mutually agreed upon between the County, Contractor, and Contractor's Consultant. It will be structured to align with the remaining project requirements.

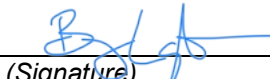
{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the parties have caused this Change Order to be executed by their duly authorized representatives as of the day and year set forth below.

Contractor: EX2 Technology, LLC

County: Navajo County, Arizona

By: 
Signature ID: M1THZQ111...
(Signature)

By: 
(Signature)

Name: Jay Jorgensen

Name: Bryan Layton

Title: Chief Operating Officer

Title: County Manager

Date: 02/03/2025 PST

Date: 3 Feb 2025

ATTACHMENT 1



LABOR HOURS WORKSHEET

Prepared For: eX2 Technology Project Name: Navajo County Broadband - Environmental Support Project Number: TBD																	Work Description: Environmental Support Mod Contract/PO Number: TBD AZTEC Project Number: AZN52320-04		
	Env Principal	Env Manager/Coordinator V	Env Manager/Coordinator IV	Env Manager/Coordinator III	Env Manager/Coordinator II	Environmental Coordinator I	Cultural Manager/PI	Senior Archaeologist	Archaeologist	Archaeological Crew Chief	Archaeologist Technician	Senior Biologist	Biologist 3	Biologist 2	Biologist 1	Senior Planner/Scientist	Environmental Planner/Scientist	Subtotal Hours	Subtotal Cost
Billable Rate	\$130.00	\$285.00	\$270.00	\$255.00	\$240.00	\$165.00	\$220.00	\$195.00	\$90.00	\$178.00	\$66.00	\$210.00	\$165.00	\$105.00	\$75.00	\$195.00	\$195.00		
Class III Survey (Including Prep and Permitting)																			
Additional 1 week of Survey with crew of 6.								42	73	45	90							250	\$ 21,690.00
Non-sequential survey and extra mobilizations											40							40	\$ 2,640.00
ASM Permitting Complications and need for BDA (Already agreed mod justified with eX2 on 9/6/2024)								30.25	11	40.50	1.50							83.25	\$ 8,331.75
Subtotal Hours	0	0	0	0	0	0	0	72	84	86	132	0	0	0	0	0	0	379.25	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,735.75	\$ 7,560.00	\$ 6,689.00	\$ 8,479.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,863.75	
Class III Report																			
Differential APLs, site complications and number of findings increased mapping and GIS hours										157.50								157.50	\$ 14,175.00
Additional work associated with developing mitigation approaches with team outside of typical survey recommendations, as well as additional agency coordination to explore approach viability (Already agreed mod justified with eX2 on 9/6/2024)								15										15	\$ 2,025.00
Subtotal Hours	0	0	0	0	0	0	0	15										172.50	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,025.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,200.00	
Project Management																			
Contract assumed attendance of up to 16 meetings, not currently have attendance approximately 10																		0	\$ -
Contract assumed Project Management up to 4 months. We are currently on month 10																		0.00	\$ -
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	
Remaining Task to be Completed																			
Address comments received on the Phase III Class III from ASM and SHPO								8										8	\$ 1,080.00
Project Management and Coordination (including meetings) for future tasks beyond the previously assumed project management hours, (up to 4 months)						4		8										12	\$ 1,740.00
Subtotal Hours	0	0	0	0	0	4	0	16	0	0	0	0	0	0	0	0	0	20	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660.00	\$ -	\$ 2,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,820.00	
Total Labor Hours	0	0	0	0	0	4	0	103	242	86	132	0	0	0	0	0	0	568	
Total Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660.00	\$ -	\$ 15,936.75	\$ 21,735.00	\$ 6,689.00	\$ 8,479.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,681.75	

Prepared For: eX2 Technology Project Name: Navajo County Broadband - Environmental Support Project Number: TBD																	Work Description: Environmental Support Mod Contract/PO Number: TBD AZTEC Project Number: AZENS2320-04		
Billable Rate	Env Principal	Env Manager/Coordinator V	Env Manager/Coordinator IV	Env Manager/Coordinator III	Env Manager/Coordinator II	Environmental Coordinator I	Cultural Manager/Pi	Senior Archaeologist	Archaeologist	Archaeological Crew Chief	Archaeological Technician	Senior Biologist	Biologist 3	Biologist 2	Biologist 1	Senior Planner/Scientist	Environmental Planner/Scientist	Subtotal Hours	Subtotal Cost
	\$330.00	\$285.00	\$270.00	\$255.00	\$240.00	\$165.00	\$210.00	\$135.00	\$90.00	\$78.00	\$66.00	\$210.00	\$165.00	\$105.00	\$75.00	\$195.00	\$135.00		
Class III Survey (Including Prep and Permitting)																			
Additional 1 week of Survey with crew of 6.								42	73	45	90							250	\$ 21,690.00
Non-sequential survey and extra mobilizations											40							40	\$ 2,640.00
ASM Permitting Complications and need for BDA (Already agreed mod justified with eX2 on xx/xx/2024)								30.25	11	40.50	1.50							83.25	\$ 8,331.75
Subtotal Hours	0	0	0	0	0	0	0	72	84	86	132	0	0	0	0	0	0	373.25	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,753.75	\$ 7,560.00	\$ 6,669.00	\$ 8,679.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,661.75	
Class III Report																			
Differential APEs, site complications and number of findings increased mapping and GIS hours									157.50									157.50	\$ 14,175.00
Additional work associated with developing mitigation approaches with team outside of typical survey recommendations, as well as additional agency coordination to explore approach viability (Already agreed mod justified with eX2 on xx/xx/2024)								15										15	\$ 2,025.00
Subtotal Hours	0	0	0	0	0	0	0	15	158	0	0	0	0	0	0	0	0	172.50	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,025.00	\$ 14,175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,200.00	
Project Management																			
Contract assumed attendance of up to 16 meetings, we currently have attended approximately 39																		0	\$ -
Contract assumed Project Management up to 4 months. We are currently on month 10																		0.00	\$ -
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Remaining Task to be Completed																			
Address comments received on the Phase III Class III from ASM and SHPO								8										8	\$ 1,080.00
Project Management and Coordination (including meetings) for future tasks beyond the previously assumed project management hours. (up to 4 months)						4		8										12	\$ 1,740.00
Subtotal Hours	0	0	0	0	0	4	0	16	0	0	0	0	0	0	0	0	0	20	
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660.00	\$ -	\$ 2,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,820.00	
Total Labor Hours	0	0	0	0	0	4	0	103	242	86	132	0	0	0	0	0	0	566	
Total Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660.00	\$ -	\$ 13,938.75	\$ 21,735.00	\$ 6,669.00	\$ 8,679.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,681.75	



Board of Supervisors Regular

1. f.

Meeting Date: 02/11/2025

Title: Sympathy Letters

Submitted For: Christine Dunlap, Executive Secretary

Submitted By: Christine Dunlap, Executive Secretary

Department: Board of Supervisors

Motion before the Board:

Sympathy Letters: Robert & Jennifer Ober; the family of Dorothy Jolley (former Navajo County Employee); and former Supervisor, Robert Black Jr. and family

Background:

The Board of Supervisors sends sympathy letters to express our condolences and support to someone who has experienced a loss, letting them know that they are not alone.

Form Review

Inbox

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 02/04/2025

Reviewed By

Melissa Buckley

Date

02/04/2025 11:32 AM

Started On: 01/30/2025 10:46 AM

**Board of Supervisors Regular****1. g.****Meeting Date:** 02/11/2025**Title:** Vector Solutions Training Courses**Submitted For:** Ken Dewitt, Information Technology Director**Submitted By:** Ken Dewitt, Information Technology Director**Department:** Information Technology

Motion before the Board:

Agreement with Vector Solutions for training programs through the State of Arizona

Background:

These will run in the training program that HR received through ACIP. IT worked with the State of Arizona to obtain free training courses on data management/literacy. This agreement will allow the courses to be uploaded to the HR training program that we have because of our membership with ACIP.

Fiscal Impact**Fiscal Year:** 2024-2025**Budgeted Y/N:****Amount Requested:** \$1000.00**Fiscal Impact:**

Attachments

Vector Solutions

Form Review**Inbox**

Information Technology Director (Originator)

Form Started By: Ken Dewitt

Final Approval Date: 02/05/2025

Reviewed By

Ken Dewitt

Date

02/05/2025 09:28 AM

Started On: 02/04/2025 03:56 PM

**Scenario Learning, LLC Order Form
Schedule A****Date:** Thursday, January 23, 2025**Client Information**

Client Name: Navajo County	
Address: 100 East Code Talkers Drive South Highway 77 P.O. Box 668 Holbrook, AZ 86025	
Primary Contact Name: Kevin Cherry	Primary Contact Phone: (928) 524-4442

Agreement Term

Effective Date: 02/15/2025	Initial Term: 12 months
-----------------------------------	--------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name:		
Billing Address: 100 East Code Talkers Drive South Highway 77 P.O. Box 668 Holbrook, Arizona 86025		Billing Phone: Billing Email:
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VTIBSCORM1to3	Vector, Inbound SCORM (1-3 courses)	Vector, Inbound SCORM, (1-3 courses)- Annual Fee	1	\$1,000.00	\$1,000.00

Annual Total: \$1,000.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
--------------	---------	-------------	-----	-------	-----------

One-Time Total: \$0.00

Total (including Annual and One-Time): \$1,000.00

Order Form Terms and Conditions.

- ~~Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.~~
- Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year.
- All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
- ~~**AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**~~

Additional Terms and Conditions

- This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
- To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
- This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
- This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
- IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Navajo County
100 East Code Talkers Drive
South Highway 77
P.O. Box 668
Holbrook, AZ 86025

By: _____

By: _____

Printed Name: Brian Leukering

Printed Name:

Title: Director of Sales

Title:

Date: _____

Date: _____



Board of Supervisors Regular

2. a.

Meeting Date: 02/11/2025

Title: Employee Recognition January 2025

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

Department: Employee Recognition

Presented By: Lea Peterson

Subject:

Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of January: **Katy Chee** (Health Department); **Rhonda Krouse** (Health Department); and **Doris Stell** (Health Department)

Background:

These employees have exceeded daily expectations and have been nominated by their peers. Congratulations to those employees.

Attachments

Employee Recognition PPT

Form Review

Form Started By: Melissa Buckley

Started On: 01/31/2025 02:17 PM

Final Approval Date: 01/31/2025

The background of the slide is a light blue color with a repeating pattern of stylized, five-petaled flowers. Each flower has a bright white center that creates a starburst or lens flare effect. The flowers are arranged in a way that they appear to be part of a larger, continuous floral design. In the center of the slide, there is a white rectangular box with a thin black border. Inside this box, the words "Employee Recognition" are written in a black, serif font. The word "Employee" is on the top line, and "Recognition" is on the bottom line. The font is elegant and slightly formal.

Employee Recognition

Katy Chee
Health Department





Teamwork:

Katy collaborated with the Navajo County WIC team and our partner the Arizona Farmers Market Nutrition Program to create a database to efficiently communicate the Farmers Market Nutrition Program information to eligible members of Navajo County. Planning for this season began in March of 2024, kicked off in April, and wrapped up in November 2024. This program offers eligible WIC participants a \$80.00 coupon book for fresh fruits and vegetables at participating farmers' markets. This year a local farmers market in Winslow became trained and active in the program because of Katy's dedication to bringing nutritious foods to Navajo County.

Accountability:

Katy led meetings and discussions with potential farmers' market sites and connected them with AZ FMNP for the necessary training. She reported her progress to the WIC team and brainstormed ways to make this widely available to our eligible WIC clients.

Integrity:

Katy was instrumental in making sure that all eligible WIC participants received their FMNP cards to take to a participating market in Arizona, <https://www.azfmnp.org/>. Katy developed a system to distribute the FMNP card electronically early in the season so families could plan a trip to a participating farmers' market anywhere in Arizona.

Excellence:

Katy is already collaborating with the AZ FMNP partner with the hope of adding more farmers' market sites in Navajo County so more residents can take advantage of the program. This program is so beneficial to our community's health by providing nutritious foods to WIC families, and eligible seniors while supporting our local farmers.

Innovation:

This year we received word that 34 individuals redeemed their farmers market coupons in Navajo County alone. This is a \$2,720.00 value that may be immeasurable in health benefits and support of our local farmers. Katy was dedicated to making sure every WIC participant interested had access to this program and even traveled to the farmers' market to assist in making referrals. Katy plans to increase participation in the FMNP program in years to come based on the positive outcome for the 2024 season.

Rhonda Krouse
Health Department



Teamwork:

Rhonda not only assists and leads her division by example helping them whenever possible, but is willing to assist other divisions and departments by organizing the Christmas Party, helping instruct CPR courses, or sharing tools that have helped her.

Accountability:

Rhonda is always dependable and loyal to the County.

Integrity:

Rhonda always acts with the utmost integrity.

Excellence:

Rhonda is currently covering the medical examiner services alone. However, she is committed to improving the experience for grieving families by working with a fellow co-worker to develop a brochure for families with education and resources.

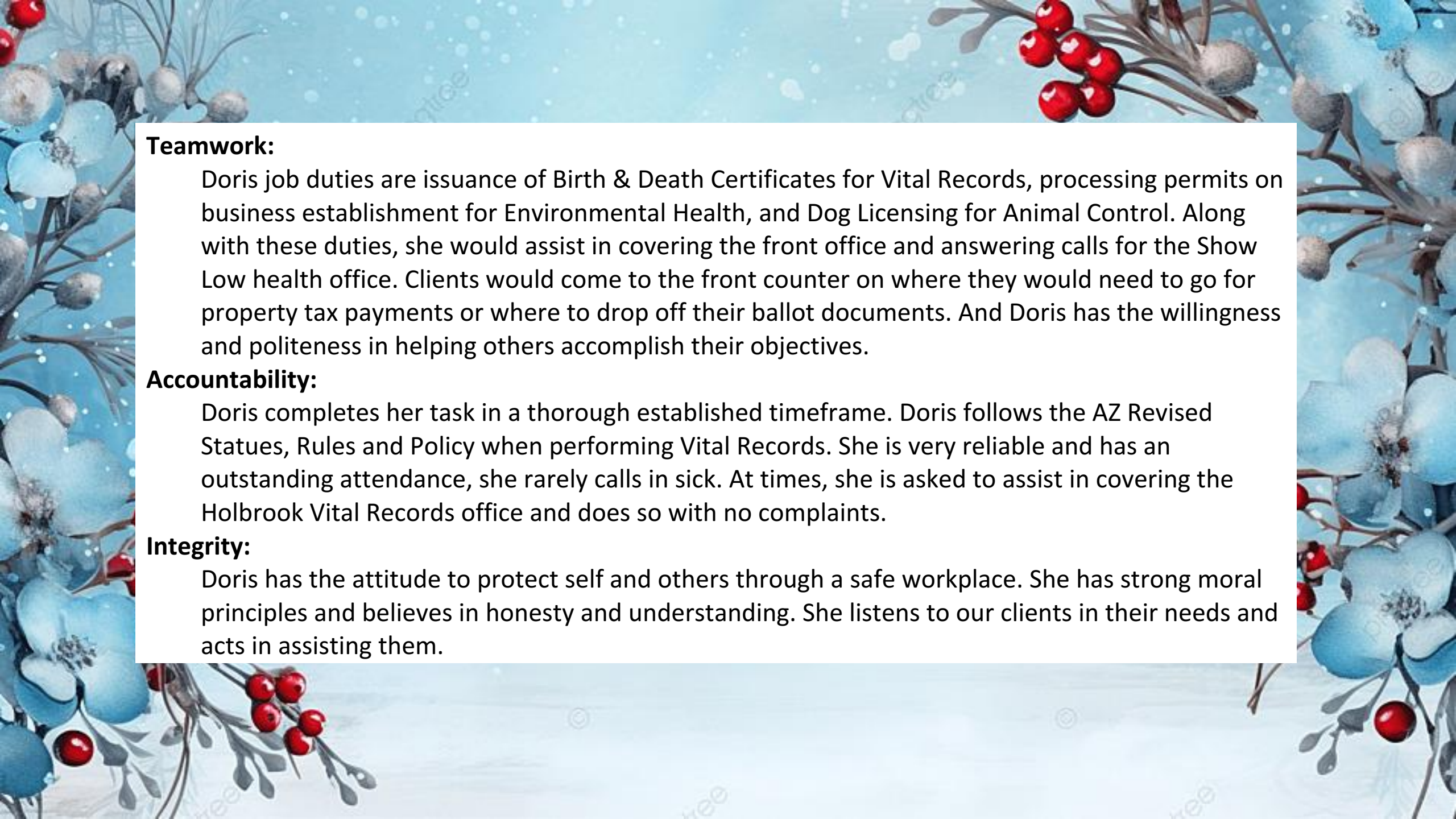
Innovation:

Rhonda continually explores ways to improve her division working smarter not harder. She has revised several protocols, policies and improved data collection.



Doris Stell
Health Department





Teamwork:

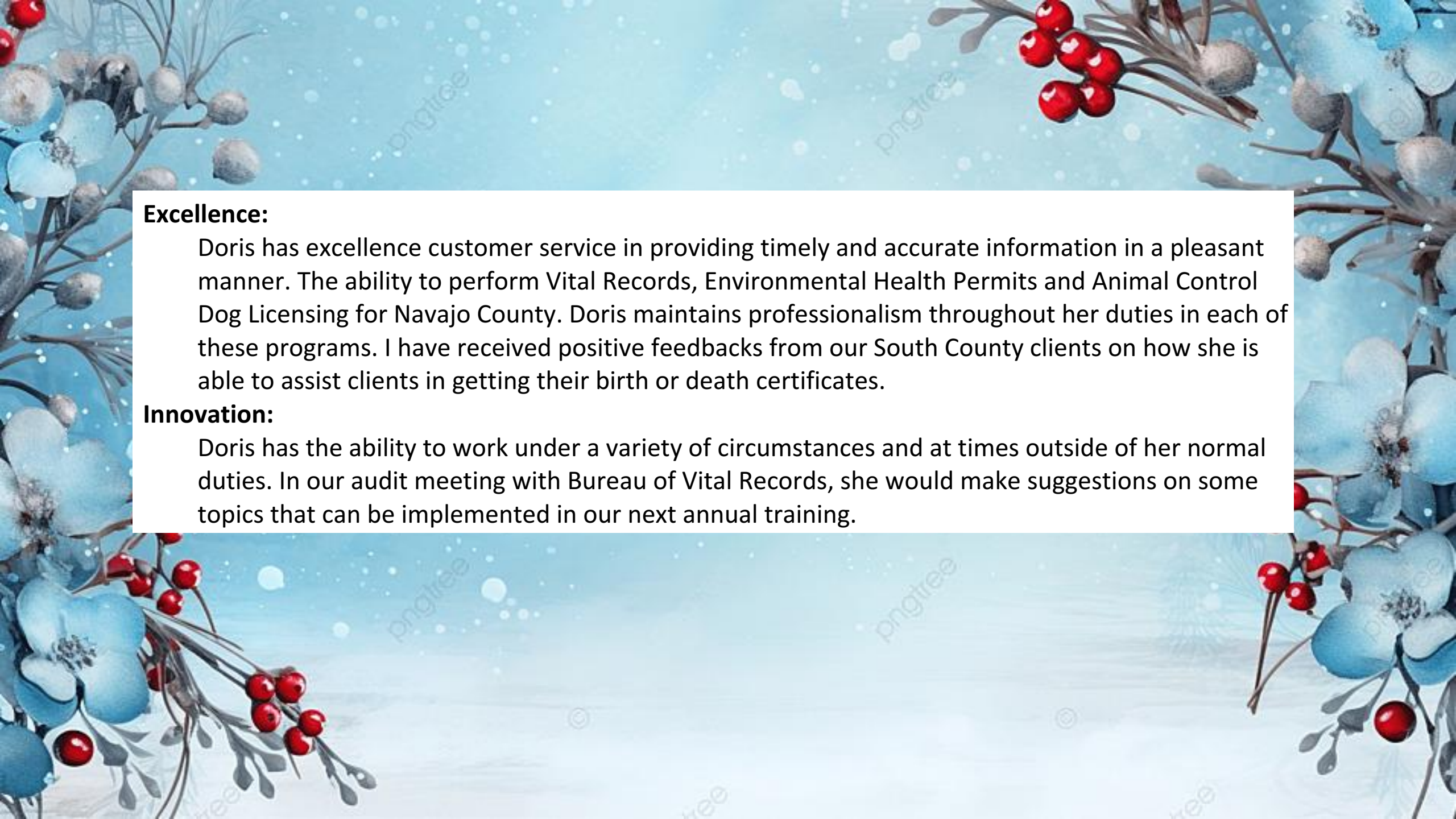
Doris job duties are issuance of Birth & Death Certificates for Vital Records, processing permits on business establishment for Environmental Health, and Dog Licensing for Animal Control. Along with these duties, she would assist in covering the front office and answering calls for the Show Low health office. Clients would come to the front counter on where they would need to go for property tax payments or where to drop off their ballot documents. And Doris has the willingness and politeness in helping others accomplish their objectives.

Accountability:

Doris completes her task in a thorough established timeframe. Doris follows the AZ Revised Statutes, Rules and Policy when performing Vital Records. She is very reliable and has an outstanding attendance, she rarely calls in sick. At times, she is asked to assist in covering the Holbrook Vital Records office and does so with no complaints.

Integrity:

Doris has the attitude to protect self and others through a safe workplace. She has strong moral principles and believes in honesty and understanding. She listens to our clients in their needs and acts in assisting them.



Excellence:

Doris has excellence customer service in providing timely and accurate information in a pleasant manner. The ability to perform Vital Records, Environmental Health Permits and Animal Control Dog Licensing for Navajo County. Doris maintains professionalism throughout her duties in each of these programs. I have received positive feedbacks from our South County clients on how she is able to assist clients in getting their birth or death certificates.

Innovation:

Doris has the ability to work under a variety of circumstances and at times outside of her normal duties. In our audit meeting with Bureau of Vital Records, she would make suggestions on some topics that can be implemented in our next annual training.



Thank you.

Presented by:

C.A.R.E. Committee



Board of Supervisors Regular

2. b.

Meeting Date: 02/11/2025

Title: CARE Committee Yearly Update

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

Department: Board of Supervisors

Presented By: Ron Smith

Subject:

Presentation on the activities of the CARE Committee for 2024

Background:

The CARE Committee is a group of volunteer employees that work together to assist our Navajo County employees and families.

Continually Achieving & Reaching Employees of Navajo County.

Attachments

CARE Report 2024

Form Review

Inbox

Clerk of the Board

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 01/31/2025

Reviewed By

Melissa Buckley

Melissa Buckley

Date

03/31/2023 02:38 PM

03/31/2023 02:38 PM

Started On: 03/22/2023 09:31 AM

THE “CARE” REPORT 2024

We’ve got your back! Here’s to 2025

Awesome Navajo County Employees

The following CARE Committee projects have touched so many lives in 2024 ... and we couldn’t have done it without **your help!** Join the more than 125 employees who help each paycheck by donating a dollar or more each payday. It’s easy – just fill out the form on the back and turn it in to H. R. today! **If you are already donating, THANK YOU! YOU are making a difference. 😊**

Employee of the Month Program

20 employees were recognized in 2024 as “Employees of the Month.” Each received \$50 added to their paycheck, a certificate, and a leaf engraved with their name was added to the “Tree of Excellence” in the Board of Supervisors’ room.

Employee of the Year Recognition Program

All employees who are recognized for Employee of the Month and still employed by Navajo County are entered into the end of the year prize drawing for one (1) \$500 gift card and two (2) \$250.00 gift cards. That’s \$ 1,000.00 going to employees who have **excelled in their job** and have been nominated by fellow employees for a job well done. This year’s winners were **Inna Yakhontova** – BOS/Administration, \$500.00, **Jennifer Oldham** – County Attorney \$250.00, and **Amber Stafford** – Health District \$250.00. Do you know someone within the Navajo County family who follows the **5 Strategic Values of Teamwork, Accountability, Integrity, Excellence, & Innovation?** Then go to the internal web and nominate them. **Remember, the more information, the better.*

Random Acts of Kindness

Each month, 6 employee names are drawn from a list of those having birthdays that month. These employees receive a tumbler or cup filled with candy. That was **72** employees who received a pleasant “surprise” in 2024.

Employee Hardship Assistance Program

55 employee families were assisted in their time of need during 2024 through the Employee Hardship Assistance Program. These employees who experienced a serious illness, death in the family, or other hardship, were sent a card and had \$50.00 added to their paycheck. “It helps when you’re sick in the hospital or have a death in the family to know that someone cares.” **We can only help if we were made aware of the situation.**

Scholarship Program

One Navajo County Employee’s Senior in High School received a \$ 500.00 Scholarship to a College of their choice. We’re giving away 2 Scholarships for 2025!

Backpack Drive

We had 61 children from 32 Navajo County Employee families who received a new backpack filled with school supplies to start the new school year. Thanks to **Dollar Campaign** donors.

Angel Tree

34 children from 11 families of Navajo County employees received gifts for Christmas. Thank you to all the “Angels” who picked ornaments from the Angel Tree, those who donate each paycheck with the **Dollar Campaign** and to those who chose to benefit children by “**Anonymous**” donations to the Angel Tree. You truly brightened up these children’s Christmas. (And ours)

Members

Want to make a difference in the lives of your co-workers (work family)? Come join us! Contact Ron Smith x 4339, Vicci Ramsay-Chapman x 4775, or Jana Richards X 4092. It’s a commitment of just one hour per month, plus voting on emails unless you choose to do more.



Board of Supervisors Regular

3. a.

Meeting Date: 02/11/2025

Title: Retirement of K-9 Kilo

Submitted For: David Clouse, Sheriff

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

Department: Sheriff

Presented By: K-9 Sergeant Danny Deets

Subject:

Presentation on the retirement of K-9 Kilo.

Background:

K-9 Kilo joined the Navajo County Sheriff's Office Criminal Interdiction Unit in July 2021. Kilo 'hired on' with us after a brief career with the Holbrook Police Department. He has been a tremendous asset to this Office as a member of our Major Crimes Apprehension and Criminal Interdiction teams. He will be sorely missed. Thank you for your service, Kilo!

Attachments

K-9 Kilo

Form Review

Inbox

Kimberly Willis (Originator)

Clerk of the Board

Form Started By: Kimberley Willis

Final Approval Date: 02/04/2025

Reviewed By

Kimberley Willis

Melissa Buckley

Date

01/30/2025 12:00 PM

02/04/2025 11:28 AM

Started On: 01/14/2025 01:27 PM



Board of Supervisors Regular

4. a.

Meeting Date: 02/11/2025

Title: Wildfire Preparedness Update

Submitted For: Catrina Jenkins, EMP Director

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

Department: NC Public Health Services District

Presented By: Catrina Jenkins

Subject:

Wildfire Preparedness Update

Background:

Navajo County Emergency Management is working with our regional partners to prepare for what looks to be an active wildfire season. As our public safety partners are gearing up and preparing for this season, NCEM would ask our community to also take proactive steps to prepare now!

Attachments

2025 Wilfire Preparedness Update

Form Review

Inbox

Catrina Jenkins

Form Started By: Melissa Buckley

Final Approval Date: 02/06/2025

Reviewed By

Melissa Buckley

Date

02/06/2025 11:38 AM

Started On: 02/04/2025 11:28 AM

2025

Wildfire Preparedness Update



Preparedness is empowerment

Take steps to prepare your family

Learn or teach others about
Ready Set GO!

Spread awareness about
Defensible Space

Support neighbors in getting Ready

“The only thing we have to fear is fear itself.” – Franklin D. Roosevelt

Impacts to our current outlook

✓ Drought

✓ Precipitation

✓ Weather patterns

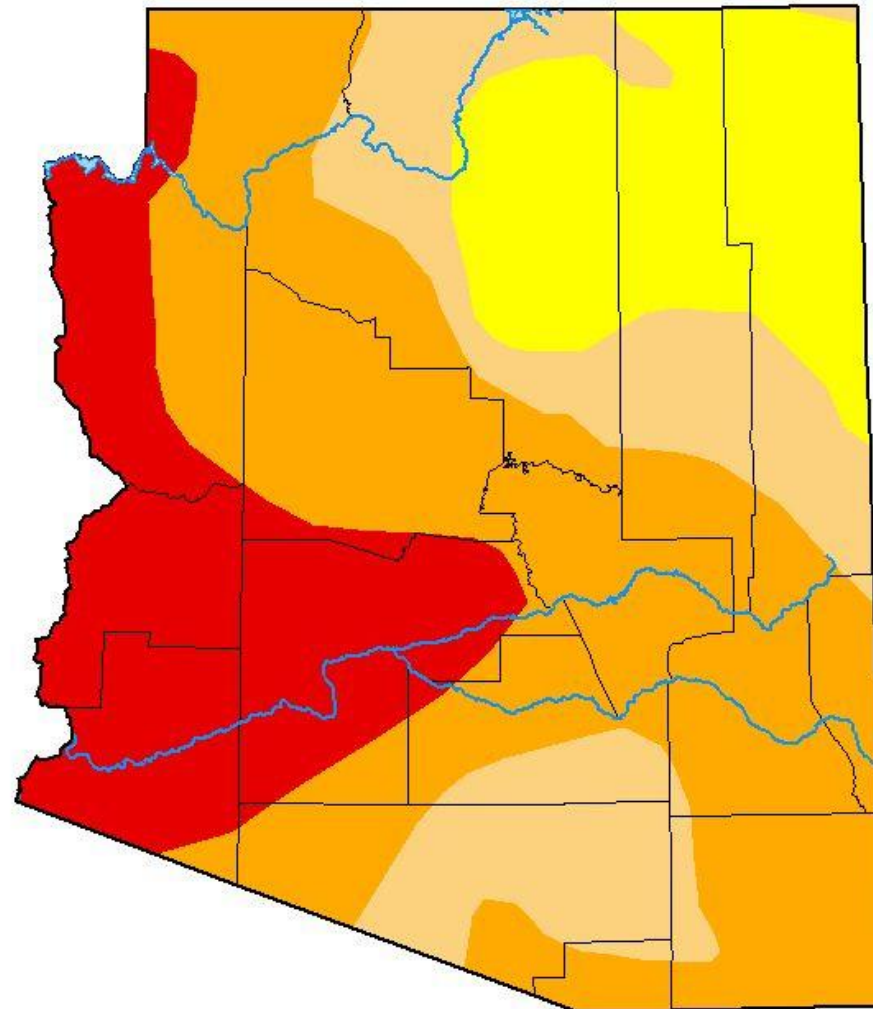
✓ Fine fuel conditions

✓ Monsoon



Current Drought Conditions

U.S. Drought Monitor Arizona



January 28, 2025
(Released Thursday, Jan. 30, 2025)
Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	83.70	63.94	21.16	0.00
Last Week 01-21-2025	0.00	100.00	79.94	47.68	17.30	0.00
3 Months Ago 10-29-2024	14.47	85.53	52.55	26.89	0.00	0.00
Start of Calendar Year 01-07-2025	3.74	96.26	76.63	45.54	14.03	0.00
Start of Water Year 10-01-2024	27.62	72.38	39.91	4.61	0.00	0.00
One Year Ago 01-30-2024	10.24	89.76	62.65	30.23	1.83	0.00

Intensity:

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

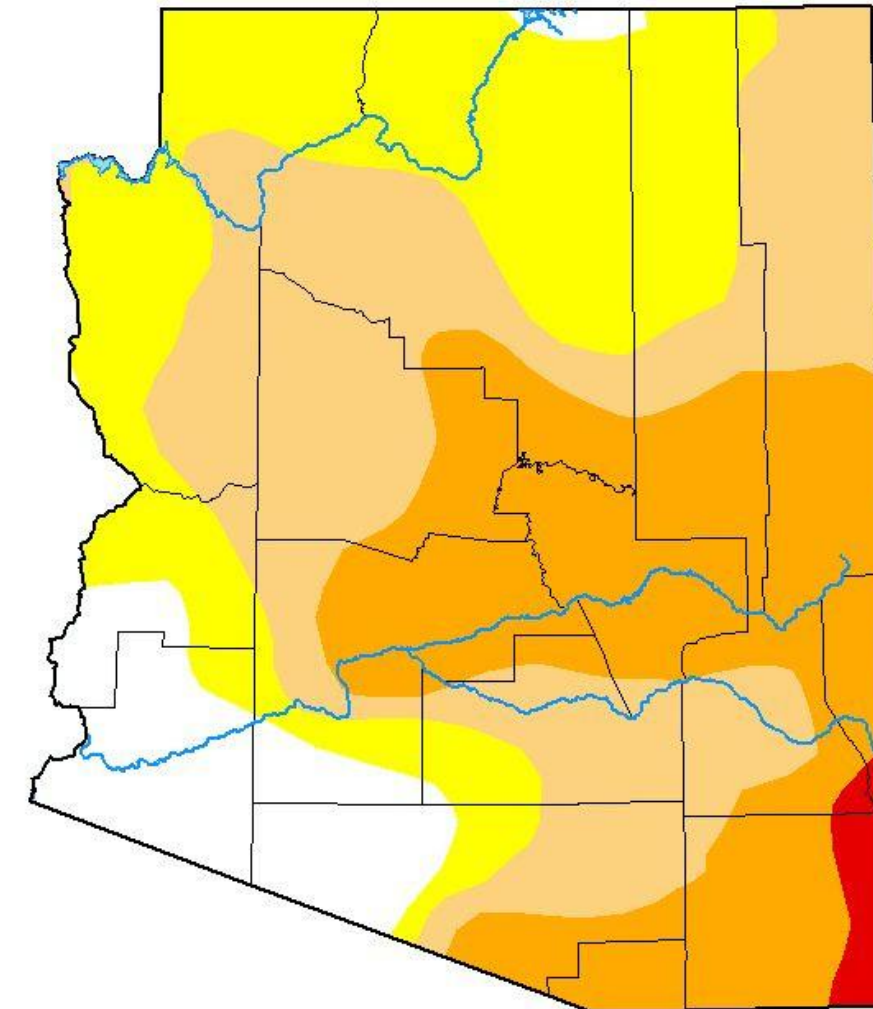
Author:

Brian Fuchs
National Drought Mitigation Center



droughtmonitor.unl.edu

U.S. Drought Monitor Arizona



January 30, 2024
(Released Thursday, Feb. 1, 2024)
Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	10.24	89.76	62.65	30.23	1.83	0.00
Last Week 01-23-2024	5.66	94.34	63.39	34.37	5.75	0.00
3 Months Ago 10-31-2023	8.17	91.83	55.78	32.15	6.09	0.00
Start of Calendar Year 01-02-2024	5.62	94.38	53.37	33.54	5.75	0.00
Start of Water Year 09-26-2023	8.12	91.88	47.06	22.74	5.34	0.00
One Year Ago 01-31-2023	42.37	57.63	21.33	1.15	0.00	0.00

Intensity:

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

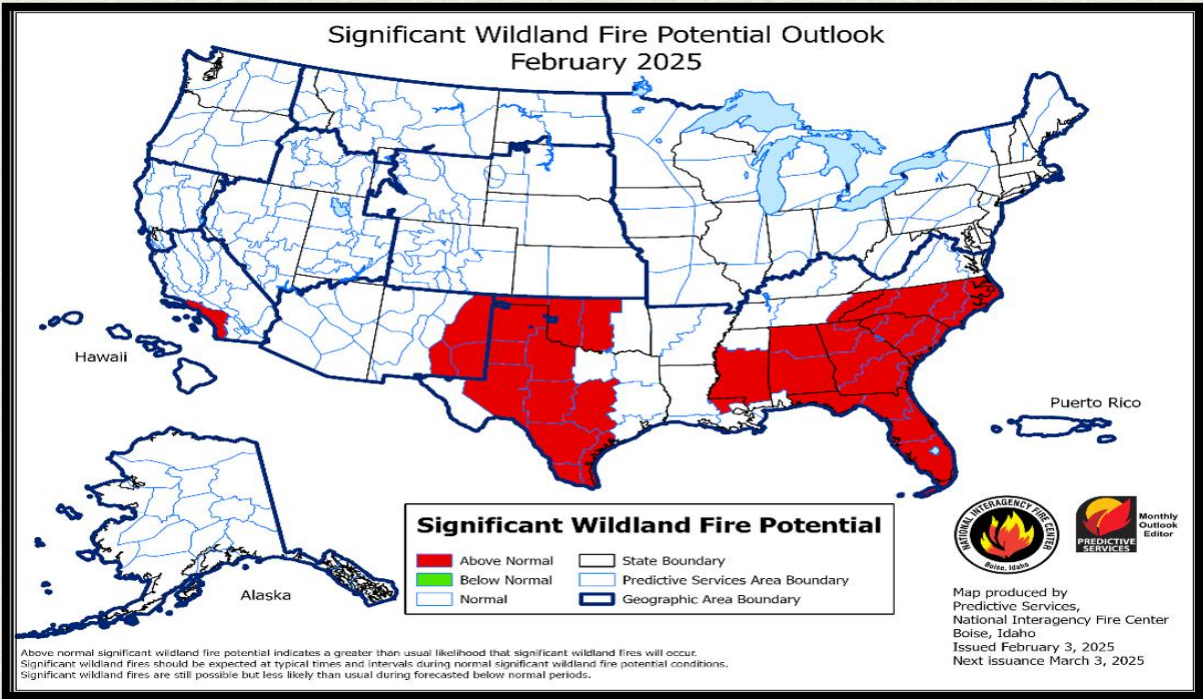
Brian Fuchs
National Drought Mitigation Center



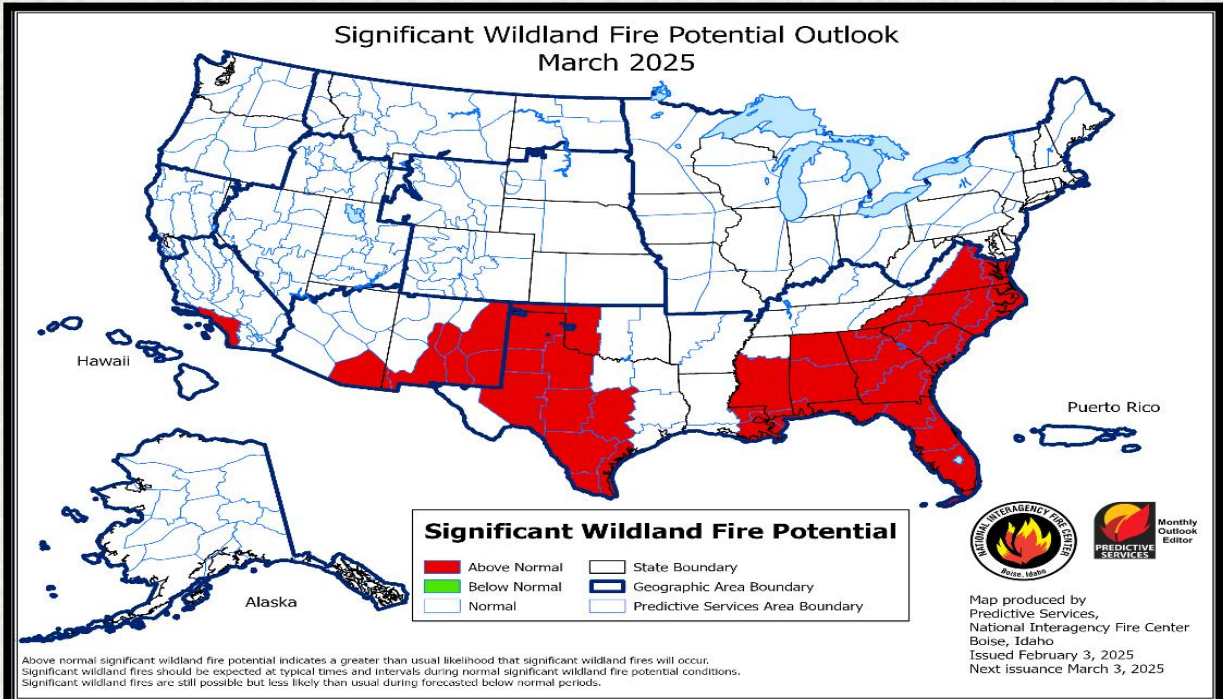
droughtmonitor.unl.edu

Significant Wildland Fire Potential Outlook

February



March



April



May



Our collaboration efforts

- The White Mountain Fire Coordination Group for regional fire restrictions.

The group includes subject matter experts from forestry (federal, state and tribal), local police, local fire and emergency management throughout the region.

- Meet weekly to discuss current conditions, review forecasts and include data to make best decisions.



How we coordinate

Assessing Weekly Fire Potential

Determine Resource Availability

Monitoring Daily Fire Occurrences

**Public Information Communication
Coordination**



Navajo County Efforts

- Each year Navajo County initiates bringing the WMFCG together.
 - organizing the weekly calls
 - pre-season kick-off meeting
 - post-season review
- Emergency Management coordinates the regional Public information calls
 - updating information on social media internally
 - support sharing events calendar
 - 311 website updates
- Conducting outreach and education at various events
 - White Mountain Wildfire Preparedness Expo
 - Attending roundtable meetings, HOA meetings, events and fairs



Navajo County Efforts

- Mitigation efforts and planning
 - Applying for and administering grants (e.g. Healthy Forest Initiative Grants)
 - Conducting assessments for property owners *free
 - Support partner agencies in their grant opportunities
- Updating plans
 - Hazard Mitigation Plan
 - Community Wildfire Protection Plan
 - Emergency Operations Plan
- Training and exercises
 - Hosting training such as Incident Command
 - Provide/participate in exercises



Proactive Community Efforts

White Mountain Wildfire Preparedness Expo
March 29th, 11:00 - 2:00 at Blue Ridge Administration
Room, 1200 West White Mountain Blvd. Lakeside

Join us to learn more about how you can make a
difference in your home and your neighborhood.

We will have prizes and fun and engaging information
for everyone!



Thank
You



Board of Supervisors Regular

8. a.

Meeting Date: 02/11/2025

Title: Review of Renewable Energy Ordinance

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

Department: Planning & Development Services

Presented By: Mischa Larisch & Cody Cooper

Subject:

Review of Renewable Energy Ordinance

Background:

Attachments

Renewable Energy PPT

Form Review

Form Started By: Melissa Buckley

Started On: 01/22/2025 09:11 AM

Final Approval Date: 02/05/2025



NAVAJO COUNTY

BOARD OF SUPERVISORS

Work Session
02-11-2025 • 12:00 P.M.



BOARD OF SUPERVISORS WORK SESSION ITEM

RENEWABLE ENERGY ORDINANCES

CURRENT WIND ORDINANCE

- **Allowable Zoning Districts**
- **General Development Standards**
 - Roadways
 - Line Locations
 - Fire Control and Prevention
 - FAA and FCC requirements
 - Tower Design
 - Tower Location with Relation to Natural Environment
 - Outside Agency Review of Wildlife
 - Public Safety
 - Allowed Tower Types
 - Interconnection and Purchase Agreements
 - Permitting Requirements with Navajo County
 - Flood Control District Review and Compliance

RECOMMENDED ADJUSTMENTS - WIND

- **Performance Criteria**
 - **Create preferred criteria for wind project sites**
 - **Site with minimal visual impact.**
 - **Sited near substations, transmission lines, or points of interconnection.**
 - **Use previously disturbed land such as brownfields, mining sites, areas with low habitat and vegetation value, or few cultural resources.**
 - **Projects that use conservation methods or reclaimed water.**
 - **Projects that provide community benefits.**

RECOMMENDED ADJUSTMENTS - WIND

- **Setbacks**
 - **Increase 1/2-mile turbine distance from legal residence.**
 - **Increase 1/4-mile turbine distance from non-participating private lands.**
 - **Create buffer from turbines to National Park/Forest and State Parks.**

RECOMMENDED ORDINANCE - SOLAR

- Mirror formatting and requirements of wind energy ordinance.
- Items not the same as wind energy:
 - Setbacks

SOLAR AND WIND PROJECT ECONOMIC BENEFITS - PROPERTY TAX & DIRECT BENEFITS

Self-Reported Solar and Wind Project Economic Benefits - 2025

What is the planned Navajo County Property tax payments (not State Taxes) per year and for what period?				
	Solar Project Underway		Wind Project Underway	
Average Annual Amount	\$	910,000.00	\$	666,666.67
Period		40		30
Lifetime (approximate)	\$	36,400,000.00	\$	20,000,000.00
What annual direct benefits will your project bring to Navajo County?				
	Solar Project Underway		Wind Project Underway	
	\$	800,000.00	\$	5,000,000.00
Direct contributions over the lifetime				
Approx \$20,000 per year				Approx \$100,000 per year after construction

SOLAR AND WIND PROJECT ECONOMIC BENEFITS - CONSTRUCTION & OPERATIONAL JOBS

How many direct jobs (construction), and what is the salary range and for what period?				
	Solar Project Underway		Wind Project Underway	
Jobs		450		500
Average Annual Salary (low)	\$	37,440.00	\$	35,360.00
Average Annual Salary (high)	\$	58,240.00	\$	120,000.00
Period (years)		2		2.5
Lifetime Wages (low)	\$	33,696,000.00	\$	44,200,000.00
Lifetime Wages (high)	\$	52,416,000.00	\$	150,000,000.00

How many direct jobs (operations and maintenance), and what is the salary range ongoing?				
	Solar Project Underway		Wind Project Underway	
Jobs		16		16
Annual Salary (low)	\$	57,928.00	\$	45,000.00
Annual Salary (high)	\$	98,155.20	\$	140,000.00
Period (years)		40		30
Lifetime Wages (low)	\$	37,073,920.00	\$	21,600,000.00
Lifetime Wages (high)	\$	62,819,328.00	\$	67,200,000.00