



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

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

September 19, 2017

Board of Supervisors' Hearing Room, First Floor

75 West Cleveland Street

St. Johns, Arizona

8:30 a.m. MST

Pledge of Allegiance.
Invocation by Invitation.

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

September 19, 2017

1. Discussion and possible approval of Intergovernmental Agreement #ADHS18-177674 Immunization Services that provide immunization related services for Apache County in the amount of fifty thousand dollars (\$50,000). This grant has been budgeted for in FY18 and requires no matching funds
2. Discussion and possible approval of the Agreement between Apache County Public Health Services District, the Arizona Local Government Employee Benefit Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAHGT) to provide flu and pneumonia vaccines and services.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
September 19, 2017**

1. Discussion and possible approval to renew the agreement between the Arizona State Library, Archives and Public Records and Apache County Library District to specify the role each institution will play in supporting the statewide database package from July 1, 2017 through June 30, 2018. Our cost, based on county population, is eight thousand, three hundred sixty-two dollars and two cents (\$8,362.02). The Arizona State Library, Archives and Public Records contribution is four hundred five thousand, twelve dollars (\$405,012.00) towards these databases. The assessed cost to the Library District has been planned for in our budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
September 19, 2017**

1. Engineering Department: Discussion and possible approval of an abandonment of 20 feet utility easement running south between utility easement on lots 32 through 41 of the Wilderness Subdivision. These 10 lots are too small for homes to be built on them, so the owner, Karyl Carter, is requesting to combine the 10 lots into 2 larger lots but the utility easement runs through the center of these combined lots, making it difficult to put a house anywhere on the property. There are no utilities built in the easement, and utility companies were notified of the proposed abandonment and have no objections and abandoning this easement will have no impact on other property owners. Property is located near Vernon, A.P.N 106-70-032 thru 041 in the Wilderness Subdivision.
2. Community Development: Following a public hearing, discussion and possible approval of a division plat amendment allowing Karyl Carter to amend the Wilderness Subdivision Plat converting 10 lots into two lots. Lots 32, 33, 40, and 41 will become combined into one lot, and lots 34-39 will be combined into another lot. Property is located near Vernon, Arizona, A.P.N. 106-670-032 through 041. The Planning and Zoning Commission unanimously approved the application on August 3, 2017 with the following condition: that this application be approved at the same time as the approval of the utility easement abandonment involving the same 10 lots.
3. County Manager: Discussion and possible implementation of the Apache County Salary Study effective October 1, 2017.

4. Sit as the Board of Equalization to consider the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on August 23, 2017.

Acceptance of hearing determination of Petition for Review of Real Property Valuation for Roxanne Jetson, 106-68-008H and 106-68-008I.

Acceptance of hearing determination of Petition for Review of real Property Valuation for Paul Smith, 205-31-004.

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 21, 2017 to September 5, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
 - *B. Request approval of minutes dated August 21, 2017 and September 5, 2017.
 - *C. Request approval of a Special Event Liquor License for Wes Myers, American Legion Post 130 for Oktoberfest on October 7, 2017 at the Concho Valley Lions Club Park, Commercial Drive in Concho, Arizona.
 - *D. Request approval to sell two (2) pickups to the St. Johns Unified School District for a total of four thousand dollars (\$4,000).
 - *E. District II: Request approval to create a Public Works Foreman I (Range 36) position, effective September 18, 2017.
6. Doyel Shamley, District III: Request approval of a resolution recognizing fallen firefighters and emergency services personnel and observing October 7, 2017 (first Saturday in October) as Fallen Firefighter and Emergency Services Personnel Day.
 7. Angela Romero, Election Director: Discussion and possible approval to combine precincts Puerco East and Puerco West into one precinct with the new name of "Puerco."
 8. District II: Discussion and possible approval of the Whole and Retail Network Services Agreement between Apache County and the Navajo Tribal Utility Authority. This item was tabled at a previous meeting.
 9. County Manager: Discussion and possible renewal of the Pioneer School Complex Lease Agreement between Northland Pioneer College and Apache County for the use of post-secondary education services.

10. Craig Sullivan, Executive Director, County Supervisor's Association: Report on recent County Supervisors Association activities including a discussion on the recent legislative session and budget.
11. Notification of the Eastern Arizona Counties meeting on September 20, 2017 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 W. Washington Street, Phoenix, Arizona, Small Counties Association meeting at 5:30 p.m. at the CSA building, 1905 West Washington Street, Phoenix Arizona, the County Supervisors Association meeting on September 21, 2017 at 10:00 a.m. at the CSA building, 1905 West Washington Street, Phoenix, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance.
12. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted September 14, 2017 at 11:30 a.m. p.m. by [Signature]

[Signature]

Delwin Wengert
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

APACHE COUNTY

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

Chris Sexton, Director ACPHSD

Date/Signature: 08/16/17

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

ACPHSD requests discussion and possible approval of IGA Contract "ADHS18-177674 Immunization Services that provides Immunization-related services for Apache County in the amount of \$50,000. This grant has been budgeted for FY18.

BOS Meeting Date Requested 09/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Approved
see attached email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Immunization Program

The Immunization Program is committed to promoting the health of Apache County citizens by reducing the burden of vaccine preventable diseases that affect the residents of Apache County. The mission of the program is to prevent disease by ensuring that all individuals are fully immunized in a timely manner. Our goal is to reduce all barriers to immunizations including, but not limited to; language, cultural disparities, health literacy, socio-economic level, and appointment availability.

The Immunization Program develops strategies to ensure that the children and adults are appropriately immunized and have access to vaccines. The program is responsible for a variety of wide-ranging functions, including: vaccine management, distribution and quality assurance; administration of the Vaccines for Children (VFC) and Vaccines for Adults (VFA) programs; analysis of the immunization rates in the state via numerous tools, including the Arizona State Immunization Information System (ASIIS); identification of and response to immunization disparities; ongoing close collaboration with the Arizona Department of Health Services; Centers for Disease Control and Prevention (CDC); hepatitis B prevention and case management; information, education and community outreach; vaccine preventable disease (VPD) surveillance and control; outbreak response; pandemic preparedness and response; and development and implementation of state-wide immunization policy.

Pros for the program include:

Cost savings

- Not vaccinating a child has real costs. From a purely economic perspective, there is a pretty solid incentive for making vaccination a worldwide requirement. In a 2011 [article for Wired](#), Maryn McKenna found that to treat a single 14-person outbreak, two Arizona hospitals had to spend \$799,136 to contain the disease — a cost that doesn't include the man hours spent by the state's department of health. And this was simply handling the measles itself; if a child were to be stricken with any of the potential complications of the disease, they could end up in the hospital facing life-threatening acute conditions — which is well beyond a sticker price.
- Adult immunization rates are far lower than kids' immunization rates, and a study just published in the journal *Health Affairs* estimates that in 2015 common vaccine-preventable diseases in adults cost the U.S. \$9 billion, with 80% of these costs (or \$7.1 billion) from those who did not get vaccinated.

Herd immunity

Vaccines have minimized or eliminated outbreaks of certain diseases that were once lethal to large numbers of people, including measles and polio in the U.S and smallpox worldwide. But because the bacteria and viruses that cause diseases still exist, the public health gains achieved through vaccines can only be maintained by ensuring that vaccination rates remain high enough to prevent outbreaks.

Vaccines are effective not only because they protect individuals who have been vaccinated but also because they confer a broader protection for communities by establishing “herd immunity.” When a sufficiently high proportion of a population is vaccinated against infectious diseases, the entire population can obtain protection.

Herd immunity is critical for protecting the health of many groups of people who are especially vulnerable to communicable diseases: those who cannot be vaccinated, either because they are too young or because a medical condition makes vaccination too risky.

Cons for the program include:

- Expensive equipment required, including temperature monitoring devices, special refrigerators and freezers.
- Additional staffing requirements to train, inventory, receive, and administer vaccines.
- Increased liability to the County due to a litigious society.
- Liability to the county, due to the breakdown/malfunction of equipment that would render the vaccines unusable.

Kimberly Penrod

From: Ryan Patterson
Sent: Monday, August 28, 2017 7:49 AM
To: Kimberly Penrod
Subject: RE: Agreement BOS agenda 09/18/17

Please accept as signature.

From: Kimberly Penrod
Sent: Wednesday, August 23, 2017 7:37 AM
To: Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: Agreement BOS agenda 09/18/17

Thx. Can you send me your approval for the IGA Contract ADHS18-177674 Immunizations? I sent it to you on 08/16/17

From: Ryan Patterson
Sent: Tuesday, August 22, 2017 3:08 PM
To: Kimberly Penrod <kpenrod@co.apache.az.us>
Subject: RE: Agreement BOS agenda 09/18/17

Appears in budget, please accept email as signature.

From: Kimberly Penrod
Sent: Tuesday, August 22, 2017 9:32 AM
To: JCovey@apachelaw.net; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Clea Keller <ckeller@co.apache.az.us>
Subject: Agreement BOS agenda 09/18/17

Josh and Ryan,

Please review and send me your approval.

Thx,

Kimberly



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-177674

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Immunization Services

Begin Date: January 01, 2018

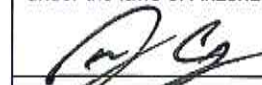
Geographic Service Area: Apache County

Termination Date: December 31, 2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Apache County Address: P.O. Box 428 St. Johns, AZ 85936	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: _____ Phone: _____ FAX No: _____ E-mail: _____
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. <hr/> Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS18-177674</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona</p> Signed this _____ day of _____, 201__ <hr/> <p style="text-align: center;">Procurement Officer</p>
<p>CONTRACTOR ATTORNEY SIGNATURE:</p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  _____ 8-17-17 Signature of Person Authorized to Sign _____ Date _____ Josh Coney, Deputy County Attorney Print Name and Title _____	<p>Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p> <hr/> Signature _____ Date _____ Assistant Attorney General: _____

Apache County Immunization Program

The Immunization Program is committed to promoting the health of Apache County citizens by reducing the burden of vaccine preventable diseases that affect the residents of Apache County. The mission of the program is to prevent disease by ensuring that all individuals are fully immunized in a timely manner. Our goal is to reduce all barriers to immunizations including, but not limited to; language, cultural disparities, health literacy, socio-economic level, and appointment availability.

The Immunization Program develops strategies to ensure that the children and adults are appropriately immunized and have access to vaccines. The program is responsible for a variety of wide-ranging functions, including: vaccine management, distribution and quality assurance; administration of the Vaccines for Children (VFC) and Vaccines for Adults (VFA) programs; analysis of the immunization rates in the state via numerous tools, including the Arizona State Immunization Information System (ASIIS); identification of and response to immunization disparities; ongoing close collaboration with the Arizona Department of Health Services; Centers for Disease Control and Prevention (CDC); hepatitis B prevention and case management; information, education and community outreach; vaccine preventable disease (VPD) surveillance and control; outbreak response; pandemic preparedness and response; and development and implementation of state-wide immunization policy.

Pros for the program include:

Cost savings

- Not vaccinating a child has real costs. From a purely economic perspective, there is a pretty solid incentive for making vaccination a worldwide requirement. In a 2011 [article for Wired](#), Maryn McKenna found that to treat a single 14-person outbreak, two Arizona hospitals had to spend \$799,136 to contain the disease — a cost that doesn't include the man hours spent by the state's department of health. And this was simply handling the measles itself; if a child were to be stricken with any of the potential complications of the disease, they could end up in the hospital facing life-threatening acute conditions — which is well beyond a sticker price.
- Adult immunization rates are far lower than kids' immunization rates, and a study just published in the journal *Health Affairs* estimates that in 2015 common vaccine-preventable diseases in adults cost the U.S. \$9 billion, with 80% of these costs (or \$7.1 billion) from those who did not get vaccinated.

Herd immunity

Vaccines have minimized or eliminated outbreaks of certain diseases that were once lethal to large numbers of people, including measles and polio in the U.S and smallpox worldwide. But because the bacteria and viruses that cause diseases still exist, the public health gains achieved through vaccines can only be maintained by ensuring that vaccination rates remain high enough to prevent outbreaks.

Vaccines are effective not only because they protect individuals who have been vaccinated but also because they confer a broader protection for communities by establishing "herd immunity." When a sufficiently high proportion of a population is vaccinated against infectious diseases, the entire population can obtain protection.

Herd immunity is critical for protecting the health of many groups of people who are especially vulnerable to communicable diseases: those who cannot be vaccinated, either because they are too young or because a medical condition makes vaccination too risky.

Cons for the program include:

- Expensive equipment required, including temperature monitoring devices, special refrigerators and freezers.
- Additional staffing requirements to train, inventory, receive, and administer vaccines.
- Increased liability to the County due to a litigious society.
- Liability to the county, due to the breakdown/malfunction of equipment that would render the vaccines unusable.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-177674

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Immunization Services Begin Date: January 01, 2018

Geographic Service Area: Apache County Termination Date: December 31, 2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Apache County Address: P.O. Box 428 St. Johns, AZ 85936	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: _____ Phone: _____ FAX No: _____ E-mail: _____
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS18-177674</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona Signed this ____ day of _____, 201__</p>
Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p style="text-align: center;">Procurement Officer</p>
<p>CONTRACTOR ATTORNEY SIGNATURE:</p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	<p>Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:</p>
Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p style="text-align: center;">Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

2. Contract Type.

This Contract shall be:

 X Fixed Price

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
 - 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177674	

received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177674	

5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

6. **Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

8. Description of Materials The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
- 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
- 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
- 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177674	

steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177674	

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	TERMS AND CONDITIONS

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177674	

subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	SCOPE OF WORK

1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the Healthy People website, www.healthypeople.gov. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

- 2.1. Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.2. Provide vaccines to children and adults in accordance with recommendations of the Centers for Disease Control and Prevention's (CDC) Advisory Committee on Immunization Practices (ACIP);
- 2.3. Assess and improve immunization coverage levels for children and adults;
- 2.4. Assure access to vaccines for eligible populations in Arizona; and
- 2.5. Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4. Tasks

The Contractor shall provide:

- 4.1. Activity One (1) Immunization Action Plan (IAP)
 - 4.1.1. Develop and implement an annual IAP to ensure that immunization coverage levels in the County's child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" at <http://thecommunityguide.org/vaccine>. At a minimum, the IAP must contain the following:
 - 4.1.1.1. The current delivery method of immunization services in the public sector to include the number of immunization clinics, the location of clinics, the dates and times of clinics, and documentation of any changes made to delivery services for the purpose of increasing immunization coverage levels;
 - 4.1.1.2. The identified strategies to assist and coordinate efforts to provide immunizations to the community, to include county-specific time frames and process for conducting Reminder/Recall activities;
 - 4.1.1.3. The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including State reports and locally gathered statistics; and

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	SCOPE OF WORK

4.1.1.4. A description of how activities will accomplish the objectives and tasks within this Scope of Work and address low or lagging coverage rates.

4.1.2. Share the IAP and Assessment Feedback Incentive and eXchange (AFIX) Assessment Report results with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.

4.2. Activity Two (2) Child and Adolescent Immunizations

4.2.1. Collaborate with public and private sector organizations, such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to promote child and adolescent immunizations in an effort to raise coverage levels, striving to reach Healthy People immunization rates located at www.healthypeople.gov. The Contractor shall:

4.2.1.1. Be enrolled as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

4.2.1.2. Be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics sites or other venues;

4.2.1.3. Provide immunizations to eligible children and adolescents, zero through eighteen (0-18) years of age, in accordance with ACIP recommendations;

4.2.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;

4.2.1.5. In collaboration with AIPO staff, participate in and complete an annual on-site VFC compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at <http://www.hhs.gov/nvpo/nvac/standar.html> to assist with development of clinic policy and procedures. The compliance visit shall include:

4.2.1.5.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFC eligibility and reporting data to ASIIS;

4.2.1.6. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

4.3. Activity Three (3) Adult Immunizations

4.3.1. Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels, striving to reach Healthy People immunization rates located at www.healthypeople.gov. The Contractor shall:

4.3.1.1. If participating in the Vaccines for Adults (VFA) program, be enrolled as a VFA provider and comply with the program requirements as defined in the Arizona VFA Program Provider Enrollment Agreement, the Arizona VFA Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	SCOPE OF WORK

- 4.3.1.2. Be responsible for compliance with VFA storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues;
- 4.3.1.3. Provide immunizations to eligible adults, nineteen years of age and older (19+), in accordance with ACIP recommendations;
- 4.3.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;
- 4.3.1.5. Use the Standards for Adult Immunization Practices to develop and implement strategies to increase immunization rates of special adult populations, such as, but not limited to, college students, educators, healthcare workers, and child care employees;
- 4.3.1.6. In collaboration with AIPO staff, participate in and complete an annual on-site VFA compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Adult Immunization Practices* located at <http://www.cdc.gov/vaccines/hcp/patient-ed/adults/for-practice/standards/to> assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.3.1.6.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFA eligibility and reporting data to ASIIS.
- 4.3.1.7. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

4.4. Activity Four (4) Arizona State Immunization Information System (ASIIS)

- 4.4.1. Enroll in ASIIS (<https://asiis.azdhs.gov>) and use this state registry system to place publicly-purchased vaccine orders; manage inventory of publicly-purchased vaccine; report, within thirty (30) days of administration date, immunizations administered to all children and adults who consent to entry into ASIIS; and retrieve information reported by other Arizona providers.
 - 4.4.1.1. Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp> ; and http://www.azsos.gov/public_services/table_of_contents.htm;
 - 4.4.1.2. Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIIS) website (<http://azdhs.gov/phs/asiis/>);
 - 4.4.1.3. Refer to the Vaccines for Children (VFC) and Vaccines for Adults (VFA) Operations Guides;
 - 4.4.1.4. Ensure internet access for program personnel who will be using ASIIS;
 - 4.4.1.5. Submit any and all immunization staff changes to ASIIS. Staff members who are no longer employed by the Contractor will be inactivated. Contractor will use the most current VFC/VFA Profile Change Form when submitting changes. The ASIIS Pledge to

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS18-177674	

Protect Confidential Information form is verified online annually through the ASIIS system.

4.5. Activity Five (5) AFIX Assessment Reports

4.5.1. AIPO will prepare and provide to the Contractor, on an annual basis, an Initial Assessment Report and a Follow-up Assessment Report (6 months after initial). Any subsequent follow-up that is indicated may occur any time after the first follow-up assessment. The Contractor shall review the AFIX Initial and Follow-up Assessment Reports, which provide data analysis of the immunization rates of children (24-35 months of age) and adolescents (13-18 years of age) immunized at the Contractor's clinic sites. These reports can be used to pinpoint strengths and areas of improvement. Results of the reports will be shared with clinic staff to identify:

4.5.1.1. Missed opportunities to immunize;

4.5.1.2. Invalid doses;

4.5.1.3. Missing immunizations;

4.5.1.4. Coverage levels; and

4.5.1.5. Continuous Quality Improvement (CQI) strategies to follow-up with under-immunized clients and to improve coverage levels.

4.5.2. Provide follow-up on all children and adolescents who were identified as not up-to-date during the AFIX Initial Assessment Report. The Contractor shall utilize a reminder system such as:

4.5.2.1. ASIIS Reminder/Recall;

4.5.2.2. Postcards;

4.5.2.3. Automated Phone Calling;

4.5.2.4. Staff telephone calls;

4.5.2.5. Texting; and/or

4.5.2.6. Other.

4.6. Activity Six (6) Reminder/Recall Activities

4.6.1. Conduct Reminder/Recall activities within time frames identified by the contractor in the IAP. Reminder/Recall activities will include notification to parents/guardians of all children and adolescents served by the county. These activities will include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any children and adolescents who are overdue for vaccinations, or who have missed an immunization visit;

4.6.2. May conduct Reminder/Recall activities for adults served by the County. These activities may include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any adults who are overdue for vaccinations, or who have missed an immunization visit;

4.6.3. Report Reminder/Recall activities and efforts in the Quarterly Progress Report and make reports available to AIPO during any compliance and/or review visits.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS18-177674	

4.7. Activity Seven (7) Perinatal Hepatitis B Case Management

4.7.1. Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://azdhs.gov/phs/immunization/perinatal-hepatitis-b.htm>). Office of Infectious Disease Services (OIDS) will provide the Contractor with county-specific information on HBsAg-positive (HBsAg+) identified pregnant women and infants. The Contractor shall then conduct the following activities and provide the state Perinatal Hepatitis B program with data on case management and services provided to the County's perinatal hepatitis B cases:

- 4.7.1.1. Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg+ mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;
- 4.7.1.2. Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post vaccination serologic testing (PVST) at nine to twelve (9-12) months of age (or 1-2 months after the final dose of the vaccine series, if the series is delayed);
- 4.7.1.3. Implement measures to assure that all identified household/sexual contacts of HBsAg+ mothers in the County are offered testing (to include HBsAg and anti-HBs) for susceptibility and immunized if susceptible; and
- 4.7.1.4. Report to OIDS, at least quarterly, in a Department-provided format, data specified in Chapter eight (8) of the Perinatal B Prevention Program Manual on HBsAg+ women, their contacts, and infants born to HBsAg+ women.

4.8. Activity Eight (8) Community Outreach Education

- 4.8.1. Promote immunizations, in partnership with public and private sector organizations, by using educational materials, social media, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods. Document these activities in the Quarterly Progress Report;
- 4.8.2. Conduct activities, as staffing allows, at immunization clinics to promote and increase attendance of children, adolescents, and adults, as appropriate, during events such as National Infant Immunization Week (NIIW) in April, Child Health Month (October), National Immunization Awareness Month (August), Influenza Vaccination Week (December), and other immunization promotional events. Document these activities in the Quarterly Progress Report;
- 4.8.3. When possible, include copies or samples of promotional efforts and activities (flyers, website postings, advertisements, etc.) with the Quarterly Progress Report and/or make available to AIPO during any compliance and/or review visits.

4.9. Activity Nine (9) Healthcare Provider Education

- 4.9.1. Coordinate and/or provide, upon request or identified need, immunization education programs for staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. Suggested program topics include, but are not limited to, vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling;
- 4.9.2. If education is provided, document these activities in the Quarterly Progress Reports;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	SCOPE OF WORK

- 4.9.3. Attendance sheets and/or program agenda and handouts will be retained by the Immunization Coordinator for a minimum of two (2) years and are to be made available to AIPO during any compliance and/or review visits.
- 4.10. Activity Ten (10) CHD Immunization Staff Education
- 4.10.1. Ensure that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases (Pink Book) program upon orientation;
- 4.10.2. Share immunization information received from ADHS, CDC, TAPI and/or other agencies with immunization program staff members;
- 4.10.3. Ensure that, on a yearly (reporting year) basis, the County Immunization Program Coordinator, or appropriate substitute, attends or participates in four (4) quarterly Immunization Services Meetings (ISM) conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) additional immunization education program offered in person or remotely by ADHS, CDC, or other recognized community, local, state or federal immunization partner;
- 4.10.4. Maintain staff records of education course attendance/completions for a minimum of two (2) years. Course completion certificates may be obtained from the entity or facility providing the education or may be on a county-specific form.
- 4.11. Activity Eleven (11) Vaccine Adverse Event Reporting System (VAERS)
- 4.11.1. Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act located at:
<http://www.cdc.gov/vaccinesafety/ensuringsafety/history/index.html/>.
- 4.11.1.1. Submit reports of adverse reactions or events that occurred specific to the Contractor's vaccine administration sites to the electronic VAERS located at:
<http://vaers.hhs.gov/index/> within seventy-two (72) hours of notification of the adverse event;
- 4.11.1.2. Submit a copy of the electronic VAERS report and any follow-up reports to AIPO; and
- 4.11.1.3. Follow-up on any reports as requested by CDC or AIPO.
- 4.12. Activity Twelve (12) VPD Outbreak and Pandemic Preparedness
- 4.12.1. The Contractor will assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel.
- 4.13. Activity Thirteen (13) (At the Contractor's Option) School/Child Care Immunization Data Reports (IDRs)
- 4.13.1. It is the responsibility of schools and child care facilities to complete and submit the annual Immunization Data Report (IDRs) to AIPO. The Contractor is encouraged, when able, to support and work directly with school and child care facilities to improve compliance with state immunization requirements as specified by the Arizona Revised Statutes and Arizona Administrative Code, and assist with the submission of required reports in the format prescribed by AIPO/ADHS and posted at <http://azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDR data is posted on the ADHS website, but upon request, AIPO will provide the

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	SCOPE OF WORK

Contractor with a list of county-specific schools and child care centers that might need assistance with compliance or have not submitted the IDR. Assistance may include on-site visits to provide education and technical support. If on-site assistance is provided, the Contractor shall incorporate one or more of the following tasks:

- 4.13.1.1. Review immunization records;
- 4.13.1.2. Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;
- 4.13.1.3. Complete and submit the site's IDR for each grade level as required by AIPO/ADHS.

4.14. Activity Fourteen (14) (At the Contractor's Option) Immunization Data Report (IDR) Validation

- 4.14.1. Support AIPO/ADHS, if able, in completing CDC-selected school and/or child care IDR validations. Work will include on-site visits to assess the immunization status of each state-required immunization for 30 randomly-selected students within the designated grade. Contractor will also note the number and types of exemptions and if exemptions are completed and valid (submitted on state-approved forms.) Data shall be collected on a standard form provided by AIPO. Data shall be sent to AIPO to consolidate for state validation.

5. Requirements

The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children 0 through 18 years of age and adults 19 years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

- 6.1. Complete and submit, within thirty (30) days (but no later than 45 days) of the new reporting year, an Annual Immunization Action Plan (IAP);
- 6.2. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due. The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;
- 6.3. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a Quarterly Progress Report.

7. Notices, Correspondence, and Reports

- 7.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Immunization Services Manager
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 120
Phoenix AZ 85007
Telephone: 602:364-3626
FAX: 602:364-3285

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS18-177674	

- 7.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Apache County Public Health Services District
Attention: Chris Sexton
P.O. Box 697
St. Johns, AZ 85936
Phone: 928-337-4364
Fax: 928-337-2062
E-mail: csexton@co.apache.az.us

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS18-177674	

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	

*Prices may be reviewed and adjusted annually over the term of the contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
ADHS18-177674	

Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
Immunization Action Plan (IAP)	August 30 (September 15)
Quarterly Progress Reports	1 st Qtr – October 30 (Nov 15) 2 nd Qtr – January 30 (Feb 15) 3 rd Qtr – April 30 (May 15) 4 th Qtr – July 30 (Aug 15)
Contractor Expenditure Report (CER) to include pertinent documentation, such as Hepatitis B Line Listing Reports, VFC and VFA visit reports, completion/coverage level reports, IDR Submission form/copies, IDR Validation for	1 st Qtr – October 30 (Nov 15) 2 nd Qtr – January 30 (Feb 15) 3 rd Qtr – April 30 (May 15) 4 th Qtr – July 30 (Aug 15)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177674	EXHIBIT TWO (2)

Fee for Service Definitions

1. Fixed Price

1.1. Immunization Administration

- 1.1.1. "Immunization Visits Fee" is the rate paid to supplement the county-specific administration cost for each child immunization visit. The fee will only be applied to VFC and FVA eligible visits and should not be used for private insurance visits. When able, please use ASIIS reports such as the ASIIS Vaccines for Children Accountability Log, VFC Vaccination Breakdown Report, or the Vaccination Total Report as source documents when submitting the quarterly CER. CHDs may also use internal electronic medical report (EMR) documents to report visits.
- 1.1.2. "Completions" is the rate paid for each child who completes (receives valid dose of) four (4) DTaP, three (3) Polio, one (1) MMR, three (3) Hib, three (3) Hep B, and one (1) Varicella, and four (4) Pneumococcal vaccines by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. When able, please use ASIIS reports such as ASIIS Coverage Data Report as source documents when submitting the quarterly CER.

1.2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

- 1.2.1. "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported in a Department-provided format. A report of services completed, in a Department-provided format, shall accompany the quarterly CER.
- 1.2.2. "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B #1, and the name of the infant's healthcare provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg positive mothers should receive Hepatitis #3 optimally by six (6) months of age (and more that 24 weeks) of age. All services will be reported in a Department-provided format. A report of services completed, on a Department-provided format, shall accompany the quarterly CER.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
ADHS18-177674	

1.3. Immunization Data Report (IDR) Submission (Optional)

1.3.1. An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from schools, child care centers, and Head Start Programs about children in an age group or at a grade level required by ADHS. Information about the IDR and a link to the survey site can be found on the AIPO website at <http://www.azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDRs shall include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from state required immunizations. Schools and child care centers are required to submit an annual Immunization Data Report by November 15th per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

1.3.2. "Immunization Data Report Submission" is the rate compensated for submitting an IDR report per child care center or per grade level for a school. This rate includes at least one site visit to the school or child care center by the CHD nurse in cooperation with school/child care personnel, and documentation of the completed Immunization Data Report. Documentation of electronic submission is satisfied by indicating the following in the comments field of the IDR survey:

- 1) Name of the County personnel who assisted;
- 2) Time and Date of visit; or
- 3) Approximate time/hours of assistance provided.

1.4. Immunization Data Report Validation (Optional)

1.4.1. IDR Validation is a process by which state and/or county personnel visit a sample of schools and/or child care centers assigned by the Centers for Disease Control and Prevention – Assessment Branch and validate student immunization records. Thirty (30) students from the designated grade(s) are randomly chosen and the immunization status is recorded on a form designed by AIPO. AIPO then assesses aggregate validation data. AIPO traditionally uses 90% or 95% confidence interval with a minimum level of precision of 0.02 – 0.03.

1.4.1.1. IDR Validation is a rate compensated for completion and submission of an IDR Validation to AIPO per grade level for a school or child care center. This rate includes on site visit to the school or child care center by the County personnel and completion of validation. To be compensated for an IDR Validation, county personnel shall claim the number of audits completed on their CER. The CER data will be confirmed/verified by the AIPO Assessment Manager.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

4/10/2016 10:40 AM

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

Chris Sexton, Director ACPHSD

Date/Signature: 08/22/17

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

ACPHSD requests discussion and possible approval of the agreement between ACPHD and Arizona Local Government Employee Benefits Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAGHT) to provide flu and pneumonia vaccines and services.

BOS Meeting Date Requested 09/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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

Kimberly Penrod

From: Ryan Patterson
Sent: Tuesday, August 22, 2017 3:08 PM
To: Kimberly Penrod
Subject: RE: Agreement BOS agenda 09/18/17

Appears in budget, please accept email as signature.

From: Kimberly Penrod
Sent: Tuesday, August 22, 2017 9:32 AM
To: JCovey@apachelaw.net; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Cleta Keller <ckeller@co.apache.az.us>
Subject: Agreement BOS agenda 09/18/17

Josh and Ryan,

Please review and send me your approval.

Thx,

Kimberly

Contract to provide onsite flu shots for AZLGEBT and RAGHT (County & City Employees)

Scope of Flu Shot Contract

The Apache County Clinical Services team will travel to three sites to administer flu shots to the employees and families of Apache County and the cities of St Johns, Springerville, and Eagar. The sites include: the Ganado Road Yard, St Johns Annex, and Eagar Town Hall. The Clinical Services team will educate clients about the flu, screen clients for contraindications to the flu vaccines, obtain health insurance billing information, administer the flu vaccine, and provide discharge instructions. Insurance billing information will be provided to the Insurance Trusts to reimburse the Clinical Services Division for the flu shots.

The Insurance Trusts will save money, since they will not be paying an organization from Phoenix to travel to Apache County to provide this service.

Pros

Why offer onsite flu shot clinics?

The flu can take a toll – on employee health, on company productivity, and on overall health care costs. Workplace flu shot clinics are an easy, cost-effective way to protect your staff.

Each year as winter approaches, employers can count on at least one in every five of their employees calling in sick because he or she has the flu. Unfortunately, the flu doesn't care about job position or project deadlines; it attacks with no discretion.

For a healthy dose of productivity, help employees to get vaccinated against the flu.

Offering onsite flu vaccination, according to the U.S. Centers for Disease Control and Prevention (CDC), is a proven cost-effective strategy that increases productivity, reduces overall absenteeism and prevents direct health costs. Consider that:

- Each year in the U.S., flu is responsible for 200 million days of diminished productivity, 100 million days of bed disability, 75 million days of work absences and 22 million visits to health care providers.
- Sick employees are simply not capable of performing at their best. Studies show that workers with flu demonstrate impaired performance of simple reaction-time tasks by 20 percent to 40 percent, which can increase the probability of error or injury.
- During the flu season, flu is responsible for 45 percent of workdays lost and for 49 percent of low productivity days among working adults ages 50-64.
- Flu vaccination lowered the risk of having to go to the doctor by about 60 percent for people of all ages, according to the CDC.

Ounce of Prevention

Employers can help prevent the loss of productivity by making it easy for employees to get a flu shot. Eliminating a common objection to vaccination, by offering flu shots onsite, eliminates the barriers of traveling to another location and taking time away from work.

Quality Care

The Apache County Public Health nurses are trained in flu vaccination as well as clinic administration and documentation. The employees are in good hands with our passionate nursing team.

Con

Staff may be feel embarrassed to have an injection in front of their peers and not attend.

**Wellness Program Services Agreement between Apache
County Health Department, Arizona Local Government
Employee Benefit Trust, and Rural Arizona Group Health
Trust**

This agreement for flu and pneumonia vaccinations and services is hereby made and entered into on July 24, 2017, by and between Apache County Health Department and Arizona Local Government Employee Benefits Trust (hereafter called "AZLGEBT") and the Rural Arizona Group Health Trust (hereafter called "RAGHT").

I. Recitals

WHEREAS AZLGEBT and RAGHT desire to engage Apache County Health Department to provide flu and pneumonia vaccinations services to its Beneficiaries; and

WHEREAS Apache County Health Department has the expertise, credentials, staff and equipment necessary to provide such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements and in exchange for the consideration contained herein, the parties hereby agree as follows:

II. Agreement

1. Services:

- A. Apache County Health Department shall provide, and/or cause to be provided, the following services as elected by Beneficiaries¹ using the billing codes and reimbursement amounts shown hereto:

Immunization type	CPT code	NDC	Amount
Adult flu vaccine (under 65)	90686	49281-417-50	\$42.63
Flu vaccine (over 65)	90653	70461-0001-01	\$62.82
Pneumonia PCV13	90670	00005-1971-02	\$193.86
Pneumonia PPV23	90732	00006-4837-03	\$101.53

- B. Apache County Health Department will conduct the services provided for in this Agreement on the dates, times and locations included in the "Flu and Pneumonia Vaccination Schedule" included in Exhibit "A," which is attached hereto and incorporated herein by reference.

¹ For purposes of this Agreement, the term "Beneficiary" shall be interpreted to mean any employee or dependent of an employee of AZLGEBT/RAGHT who is covered under the AZLGEBT or RAGHT medical plan.

C. Apache County Health Department staffing at each of the locations shown in Exhibit "A" shall include not less than the following:

- i. One (1) Arizona Registered Nurse in good standing; and
- ii. One (1) administrative/clerical person.

D. Apache County Health Department shall give each Beneficiary electing to participate in the services provided with a copy of the "2017 FLU AND PNEUMONIA Consent & Release Form" attached hereto as Exhibit "B," and incorporated herein by reference.

E. Apache County Health Department shall be responsible for seeing that each Beneficiary completes and returns Exhibit "B" to an on-site Apache County Health Department staff member BEFORE being allowed to participate in any of the services contracted for through this Agreement.

- i. Participants who decline to complete the Participant Name/Phone # Number/Address/City, State, Zip and Signature/Date portions of the form shall not be allowed to participate in the services. Further, the Trusts are not responsible for payment for any vaccinations given without a fully complete Exhibit "B" consent form.
- ii. Originals of Exhibit "B" shall be compiled and delivered to:

ECA, Inc.
Attn: Missy Jenson, missyj@ecollinsandassociates.com
1905 W. Washington St. Ste. 201
Phoenix, AZ 85009

F. Upon execution of this Agreement, Apache County Health Department shall sign and deliver the Business Associate Agreement attached hereto as Exhibit "C" and incorporated herein by reference to:

ECA, Inc.
Attn: Missy Jenson, missyj@ecollinsandassociates.com
1905 W. Washington St. Ste. 201
Phoenix, AZ 85009

2. Billing Procedures:

A. Invoice billings for the services provided under Section II(1)(A) of this Agreement shall be completed by Apache County Health Department and submitted to Gilsbar via ECA, Inc. for processing.

3. Term: The term of this agreement shall be from July 24, 2017 to July 23, 2018 unless extended by the parties through written amendment of this Agreement.

4. Termination. This agreement may be cancelled by either party by the terminating party giving written notice to the other party at least thirty (30) days prior to the first scheduled screening date or upon such lesser notice as may be agreed to by the parties. Should the

confirmed date(s) be cancelled by Apache County Health Department less than 30 days prior to the scheduled screening dates(s), or if Apache County Health Department fails to appear on the scheduled screening dates(s), Apache County Health Department will be responsible for a "Cancellation or Failure to Show Fee" of \$250 or the actual costs and staff time (at a reasonable hourly rate) of AZLGEBT and its Wellness Coordinator incurred to advertise, promote, and schedule the visit(s) whichever is greater. This does not apply to extenuating circumstances due to the lack of available flu vaccine, mechanical failures, or weather conditions. Apache County Health Department assumes responsibility to reschedule should either one of these occur. Apache County Health Department is responsible for this fee and will send payment upon receipts of an invoice from AZLGEBT and RAGHT.

5. **Notices:** Any and all notices or other communications required or permitted hereunder or by law to be served on or given to a party hereto by the other party shall be in writing and shall be deemed to have been duly given if delivered or mailed, by first class mail, postage prepaid to such party at such party's address as set forth below.

Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust

AZLGEBT and RAGHT

Attn: Missy Jenson, missyj@ecollinsandassociates.com

C/O ECA, Inc.

1905 W. Washington St. Ste. 201

Phoenix, AZ 85009

Apache County Health Department

ATTN: Carla Walker, Immunization Coordinator

323 S. Mountain Ave, Ste 102

Springerville, AZ 85938

6. **Assignment:** This Agreement shall not be assigned by either party hereto without the prior written consent of the other party.
7. **Entire Agreement:** This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement includes all addendums and exhibits thereto including any of those amended throughout the operative term of this Agreement. To the extent there is a dispute concerning the parties' obligations under the Business Associate Agreement Addendum, and to the extent there is a conflict between any of the terms of the Business Associate Agreement Addendum and this Agreement, the provisions of the Business Associate Agreement Addendum will control disputes involving terms of the Business Associate Agreement Addendum.
8. **Partial Invalidity; Severability:** If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time during the term of this Agreement, or to any extent, be deemed by a court of competent jurisdiction to be invalid or

unenforceable, the remainder of this Agreement, or the application of such term, condition or provision to persons or circumstances other than those to which this Agreement is found to be invalid or unenforceable shall not be affected thereby, and each remaining term, condition and provision shall remain valid and enforceable to the fullest extent provided by law.

9. Successors and Assigns: Subject to the provision regarding assignment, this Agreement shall be binding to the heirs, successors, and assigns of the respective parties.
10. Attorney's Fees: In the event any litigation is commenced between the parties hereto with respect to this Agreement, in addition to such other relief as may be granted, the prevailing party shall be entitled to recover actual court costs and reasonable attorney's fees.
11. Waiver: Waiver of any of the terms of this agreement shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this agreement or require performance by the opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of this agreement. Waiver of any breach of this agreement shall not be held to be a waiver of any other or subsequent breach of the agreement.
12. Applicable Law: This Agreement shall be governed by the laws of the State of Arizona.
13. Choice of Forum: Any suit or action arising under this agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, but only after exhausting all possible Administrative remedies. The parties both agree that a condition precedent to either's ability to file suit, unless the nature of the dispute is such that immediate suit is necessary to obtain injunctive or other immediate relief, or if the parties agree in writing that mediation should be waived, the parties agree to formally mediate any disputes through the American Arbitration Association's mediation procedures.
14. Authority of Signatory: Each individual executing this agreement on behalf of their respective parties represents and warrants that he/she is duly authorized to do so and the other party is not obligated and has no duty to verify such authority.
15. Indemnification: Each party, including any of its agents, employees, or contractors shall indemnify, defend and hold harmless the other party from any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys fees and costs) arising out of, incident to, or otherwise related to the performance of any of the duties or responsibilities of the parties pursuant to this Agreement by the indemnifying party, any of its employees, agents, contractors, or subcontractors. Notwithstanding the foregoing, neither party shall be liable to the other party hereunder for any claim which is covered by insurance, except to the extent that the liability of such party exceeds the amount of the actual insurance recovery related to such claim.
16. Insurance: Without limiting any of Apache County Health Department liability or other obligations, Apache County Health Department shall provide and maintain the minimum insurance coverage listed below until obligations under this agreement are satisfied. At a

minimum, the professional liability insurance shall be kept in force at least two years after final payment to Apache County Health Department.

- A. Workers' Compensation insurance as statutorily required by applicable federal and/or state statutes.
 - B. Comprehensive General Liability Insurance naming AZLGEBT and RAGHT as an additional insured and with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence.
 - C. Commercial/business automobile liability insurance naming AZLGEBT and RAGHT as an additional insured and with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to Apache County Health Department' any owned, hired, and non-owned vehicles assigned to or used in the performance of Apache County Health Department work or services.
 - D. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Apache County Health Department or any person employed by Apache County Health Department, with an unimpaired limit of not less than One Million Dollars (\$1,000,000) for each claim or occurrence and as an aggregate.
17. Claims/Limitation of Action: No action shall be maintained by Apache County Health Department against AZLGEBT and RAGHT on any claim based upon or arising out of the agreement or out of anything done in connection with the agreement unless such action shall be commenced within one year of the date the action is known or should have been known by Apache County Health Department.
18. Further Assurances: Apache County Health Department and AZLGEBT and RAGHT will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this agreement and for the better assuring and confirming benefits provided herein.
19. Headings: The headings for each paragraph of this agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this agreement.
20. Third Party Beneficiaries: This agreement shall inure solely to the benefit of AZLGEBT and RAGHT and Apache County Health Department, and shall create no rights in any other person or entity.
21. Independent Contractor: Apache County Health Department acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this agreement; that it as well as any persons or agents as it may employ are not employees of AZLGEBT and RAGHT; and that neither this agreement, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

22. Voluntary Agreement; Legal Advice: Each party warrants that it has read and understands this Agreement and knowingly, willingly, and voluntarily entered into and agreed to all terms contained in this Agreement. Each party further acknowledges that, prior to signing this Agreement, such party has consulted with and been advised by legal counsel concerning the terms of this Agreement and the legal consequences of entering into this Agreement, or has voluntarily elected not to do so.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the day and year first above written.

AZLGEBT:

By: _____
Terry Cooper, Chairperson

Date: _____

1115 Stockton Hill Road, Suite 101
Address

Kingman AZ 86401
City State

928-753-4700
Telephone Number

Apache County Health Department:

By: _____

(Title) _____

Address _____

City _____ State _____

Telephone Number _____

Date: _____

Reviewed and approved as to form by counsel for the Trust.

Michael E. Hensley Date

RAGHT:

By: _____
Ryan Hackmann, Chairperson

Date: _____

1115 Stockton Hill Road, Suite 101
Address

Kingman AZ 86401
City State

928-753-4700
Telephone Number

Exhibit A

Flu and Pneumonia Vaccination Schedule

Date	Time	Location	Address	Contact
9/20/2017	3pm-3:30pm	Ganado Road Yard	Hwy 191 Ganado, AZ	Sue Koch (928) 333-4149
9/27/2017	9am-10am	Eagar Town Hall	22 W. 22nd St. Eagar, AZ	Sue Koch (928) 333-4149
9/27/2017	1:30pm-3:30pm	St. John's Annex	75 West Cleveland St. Johns, AZ	Sue Koch (928) 333-4149

Exhibit B
2017 Flu and Pneumonia Consent and Release Form

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
Patient Insurance Information

Please Print

Last Name		First Name	Middle Name	Date of Birth	Gender M F
Mailing Address		City	State	Zip Code	
Phone Number			email		

Complete ALL that apply:

AZLGEBT _____ RAGHT _____ OTHER _____

Insurance Provider _____ GRP # _____

ID # _____

AHCCCS Program _____ ID # _____

Please complete health screen and consent on back

For Health Department only.						
Date	Influenza	Quad. PMC	Exp. date	Lot #	Route LD / RD	Vaccine Administrator
		Fluad 65 yr + Seqirus	Exp. date	Lot #	LD / RD	Vaccine Administrator
	Pneumo	PPV 23 PMC	Exp. date	Lot #	LD / RD	Vaccine Administrator
		PCV13 Pfizer	Exp. date	Lot #	LD / RD	Vaccine Administrator

Exhibit C

**HIPAA PRIVACY COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

THIS AGREEMENT is made this 24th day of July, 2017, by and between Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust (hereinafter known as "Covered Entities") and Apache County Health Department Corporation (hereinafter known as "Business Associate"). Covered Entities and Business Associate shall collectively be known herein as "the Parties".

WHEREAS, Covered Entities are an employee benefit trust whose activities are generally described as: a self-funded government trust that provides employee benefits; and

WHEREAS, Business Associate is in the business of: providing wellness screenings and whose activities are generally described as: flu and pneumonia vaccinations, and other screening services; and

WHEREAS, Covered Entities wishes to enter into a business relationship with Business Associate that has been memorialized in a separate services agreement; and

WHEREAS, the nature of the contractual relationship between Covered Entities and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS");

NOW, THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions.

1. Breach. "Breach" has the same meaning as this term has in §13400 of Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").
2. Business Associate. "Business Associate" shall mean Apache County Health Department.
3. Covered Entity. "Covered Entities" shall mean Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust.
4. Designated Record Set. "Designated Record Set" has the same meaning as this term has in 45 CFR §164.501.
5. Disclosure. With respect to PHI and/or ePHI, shall mean the release, transfer, and/or provision of access to or divulging in any other manner of PHI and/or ePHI to an entity not then holding the ePHI or PHI.

6. Electronic Protected Health Information (ePHI). "ePHI" shall have the same meaning as the term "Electronic Protected Health Information: in 45 CFR §160.103.
7. Individual. "Individual" has the same meaning as this term has in 45 CFR §164.501.
8. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E., as amended by the HITECH Act.
9. Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
10. Required By Law. "Required By Law" has the same meaning as this term has in 45 CFR §164.501.
11. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.
12. Security Standards. "Security Standards" means the security standards for protection of PHI promulgated by the Secretary in Title 45 CFR.
13. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in §13402(h) of the HITECH Act.
14. Any prospective amendment to the laws referenced in this definitional section prospectively amend this Agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.

B. Obligations and Activities of Business Associate.

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
2. Business Associate agrees to employ administrative, physical, and technical safeguards meeting required Security Standards for business associates as Required By Law to prevent disclosure or use of PHI other than as allowed by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entities any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entities, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.
6. Business Associate agrees, at the request of Covered Entities, to provide Covered Entities (or a designee of Covered Entities) access to Protected Health Information in a Designated Record Set in a prompt, commercially reasonable manner in order to meet the requirements under 45 CFR § 164.524.

7. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entities directs or agrees to, pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entities, available to the Covered Entities, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entities' compliance with the Privacy Rule.
9. Business Associate shall, upon request with reasonable notice, provide Covered Entities access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
10. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entities to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
11. Business Associate agrees to provide to Covered Entities or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

C. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information, as follows:

1. On behalf of Covered Entities, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entities.
2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

D. Obligations of Covered Entity

1. Covered Entities shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entities shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the

extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

3. Covered Entities shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entities has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. Covered Entities shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI as set forth in paragraph C.2. herein.

E. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties agree to take such action as is necessary to comply with the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. Upon either Party's request, the other Party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement.

F. Indemnification.

Business Associate agrees to indemnify, defend and hold harmless Covered Entities, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands, whatsoever, and from all damages, liabilities, costs, charges, debts, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or nonfulfillment of any undertaking on the part of Business Associate under this Agreement; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with Business Associate's performance under the Agreement.

G. No Third Party Beneficiaries.

Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entities, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

H. Term and Termination.

1. Term of Agreement. The Term of this Agreement shall be effective as of the date given at the top of Page 1 herein, and shall terminate when all of the Protected Health Information provided by Covered Entities to Business Associate, or created or received by Business Associate on behalf of Covered Entities, is destroyed or returned to Covered Entities, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon Covered Entities' knowledge of a material breach by Business Associate, Covered Entities shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entities;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entities shall report the violation to the Secretary.
3. Effect of Termination.
- a. Except as provided in paragraph H.3(b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entities, or created or received by Business Associate on behalf of Covered Entities. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entities notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entities that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
4. State Law. If state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.
5. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entities in choosing to continue or commence a business relationship with Business Associate.
6. Modification. This Agreement may only be modified in writing and signed by the Parties and thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, as amended.
7. **Notice to Covered Entities.** Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

**Arizona Local Government Employee
Benefit Trust and Rural Arizona Group Health Trust**

c/o ECA, Inc.

Attn: Missy Jenson, missyj@ecollinsandassociates.com

1905 W. Washington St. Ste. 201

Phoenix, AZ 85009

8. **Notice to Business Associate.** Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Apache County Health Department

ATTN: Carla Walker, Immunization Coordinator

323 S. Mountain Ave, Ste 102

Springerville, AZ 85938

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITIES

BUSINESS ASSOCIATE

Arizona Local Government Employee

Benefit Trust

By: Terry Cooper

Title: Trust Chairperson

Dated: _____, 2017

Apache County Health Department

By: Chris Sexton

Title: Health Director, Apache County Public Health Services

Dated: _____, 2017

Rural Arizona Group Health Trust

By: Ryan Hackmann

Title: Trust Chairperson

Dated: _____, 2017

APPROVED AS TO FORM:

Michael E. Hensley, Esq.

Attorney for AZLGEBT & RAGHT

Date:

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: 8 September 2017 SueAn Stradling-Collins

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

Discussion and possible approval to renew the agreement between the Arizona State Library, Archives and Public Records and Apache County Library District to specify the role each institution will play in supporting the statewide database package from July 1, 2017 through June 30, 2018. Our cost, based on county population, is eight thousand, three hundred sixty-two dollars and two cents (\$8,362.02). The Arizona State Library, Archives and Public Records will contribute \$405,012.00. The assessed cost to the Library District has been planned for in our budget.

BOS Meeting Date Requested: September 19, 2017

Legal Review: see attached PRE-AGENDA ITEM REVIEW

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

SueAn Stradling-Collins

From: Joe Young
Sent: Wednesday, September 06, 2017 2:46 PM
To: SueAn Stradling-Collins
Subject: RE: advise please

The document is similar to ones signed in the past. It should still go through the BoS. But it is ok to sign with BoS approval.

From: SueAn Stradling-Collins [<mailto:scollins@co.apache.az.us>]
Sent: Tuesday, August 29, 2017 12:46 PM
To: Joe Young
Subject: advise please

Joe,

Is there anything I need to know before I sign this? WE have been partnering with the State Library for years to share the cost for the databases. Please let me know if I need to do something other than sign. Thank you.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

928-337-4923
Fax 928-337-3960

Come Read with Us!



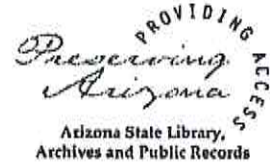
We work to make our best better.



MICHELE REAGAN
Secretary of State
State of Arizona

ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF STATE

Holly Henley
State Librarian & Director of Library Services



The purpose of this letter is to articulate the relationship between the Arizona State Library, Archives and Public Records (L.A.P.R.) and Apache County Library District in order to specify the role each institution will play in supporting the statewide database package from July 1, 2017 through June 30, 2018.

Background: L.A.P.R. and county libraries across the state are committed to providing access to high quality library information services. Participants acknowledge the benefits of consortium purchasing and pricing discounts. Therefore, an informal consortium was created to select and purchase information resources for statewide use. L.A.P.R. supports the consortium by offsetting the cost of the databases, and the county systems pay the remaining amount based on their population.

Apache County Library District will:

- Pay \$8,362.02 of the database package based upon county population, minus the L.A.P.R. contribution.
- Promote the resources for their libraries and affiliate libraries in their county.
- Provide staff and user feedback on resources to assist in database evaluation.
- Acknowledge in marketing materials that the statewide electronic resources were made possible in part by federal funding from the Institute of Museum and Library Services (IMLS), as granted by the Arizona State Library, Archives and Public Records.
- Notify L.A.P.R. by September 30, 2017 of their institution's intent to continue participating in the consortium.

L.A.P.R. will:

- Contribute \$405,012.00 to the consortium.
- Provide technical support to participating libraries.
- Convene an advisory group to make recommendations on databases and/or other electronic resources for the statewide package.
- Manage the procurement and cost share process.

This agreement will be reviewed and revised as necessary annually from the date of this agreement.

Holly Henley 8/1/17

Holly Henley Date
State Librarian & Director of Library Services
Arizona State Library, Archives and Public Records

SueAn Stradling-Collins Date
Director
Apache County Library District

**Arizona State Library, Archives and
Public Records**

C/O Carol Tapia
Arizona State Library, Archives and Public Records
1700 West Washington, Ste. 220
Phoenix, AZ 85007
Phone: 602-542-6200
Fax: 602-542-3260

INVOICE

LD1701APAC

DATE: AUG 8, 2017

TO:
SueAn Stradling-Collins
Apache County Library District

FOR:
Cost share for providing the database package
to the residents of Apache County

DESCRIPTION	AMOUNT
Cost share with the Arizona State Library to provide databases to residents in Apache County from July 1, 2017 – June 30, 2018	\$8,362.02
TOTAL	\$8,362.02

Make all checks payable to **Arizona State Library, Archives and Public Records.**
Payment may be mailed to the above address on or before **September 30, 2017.**

Pros and cons for renewing agreement for databases with the Arizona State Library

Agenda item as written:

Discussion and possible approval to renew the agreement between the Arizona State Library, Archives and Public Records and Apache County Library District to specify the role each institution will play in supporting the statewide database package from July 1, 2017 through June 30, 2018. Our cost, based on county population, is eight thousand, three hundred sixty-two dollars and two cents (\$8,362.02). The Arizona State Library, Archives and Public Records will contribute \$405,012.00. The assessed cost to the Library District has been planned for in our budget.

Pros

- Access to 31 databases and/or resources
- Databases available free to patrons with a library card
- Access available with an internet connection from any location
- Internet resources are a large part of what libraries offer and for what patrons are looking

Cons

- Unable to bear the cost alone without the help of the State
- Decrease in resources being offered to patrons

Current Apache County Library District Databases 2017

THROUGH PARTNERSHIP WITH THE STATE

GALE:

Academic OneFile
Biography inContext
Books & Authors
Career Transitions
Chilton
Genealogy Connect
Legal Forms
General OneFile
Global Issues inContext
Kids InfoBits
Literature Resources Center
InfoTrac Newsstand
Opposing Viewpoints in Context
Power Search
Powerspeak Languages
Science inContext
Student Resources inContext
Testing & Education Reference Center
U.S. History inContext
World History inContext

Other Databases:

Reference USA
NoveList Plus
Ancestry Library Edition
Zinio Digital Magazines
Learning Express Library
WorldBook Online
WorldBook Kids
WorldBook Student
World Book – Early World of Learning
World Book – Timelines
World Book – Spanish

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Engineering

Date/Signature:

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

- 1.) Abandonment of 20ft. Utility Easement running south between lots 40 & 33 and Lots 36 & 37.
- 2.) Abandonment of the greenbelt easements for lots 32 through 41 along those lot lines extinguished by the plat of the 2nd amendment of the Wilderness.

BOS Meeting Date Requested September 5th, 2017

Legal Review: See attached PRE-AGENDA ITEM REVIEW

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Delos Bond

From: Joe Young
Sent: Tuesday, August 22, 2017 2:38 PM
To: Delos Bond
Cc: Ferrin Crosby
Subject: RE: Abandonment of Utility and Greenbelt Easements in the Wilderness Subdivision

The application seems complete, and I do not have any issues with this type of abandonment.

From: Delos Bond [mailto:dbond@co.apache.az.us]
Sent: Monday, August 21, 2017 7:41 AM
To: Joe Young
Cc: Ferrin Crosby
Subject: Abandonment of Utility and Greenbelt Easements in the Wilderness Subdivision

Joe,

You will find in the attachment, an application for abandonment in the Wilderness subdivision. The owner would like to abandon the easements within the enclosed lots. All lots said lots are owned by the applicant. She is in process of combining the lots of 31 through lots 41 into two separate lots and is working with Community Development in this matter. The need to abandon the easements therein is required.

Our intent is to put this as an Item on the Board of Supervisors Agenda for September 5th 2017, if your review will be accepting to it. All Items will need to be in for review by August 28th.

Best Regards,
Delos Bond
Apache County Engineering

CC: Ferrin Crosby



APACHE COUNTY ENGINEERING DEPARTMENT

APPLICATION FOR

_____ Right-of-Way Abandonment

XX Easement Extinguishment

Case No. _____

Date: 08-09-2017

DESCRIBE REASON FOR REQUEST 1) abandonment of 20ft Utility Easement running south between Lots 40 & 33 down to Lots 36 and 37.

2) abandonment of the greenbelt easements for lots 32 through 41 along those lot lines extinguished by the plat of the 2nd amendment of the Wilderness

Applicant: Karyl Carter Phone No.: 928-623-2892
 Mailing Address: P.O. Box 2061
 City: Taylor State: Az Zip Code: 85939

LOCATION INFORMATION:
LEGAL DESCRIPTION: Section 12 Township 10 North, Range 24 East
 Assessor's Parcel Number: 106 - 70 - 032
 Location (general) The Wilderness Subdivision lots 32-41 Right-
 of-Way/Easement Width and Length: 474 ft of PUE see attached Road
 Name: Karyl Carter

Please submit the following with your application:

- COPY OF RECORDED DEED FOR THE PROPERTY
- DESCRIPTION OF RIGHT-OF-WAY/ EASEMENT
- APPLICATION FEE \$500.00
- RETURNED RECEIPTS FROM AFFECTED PROPERTY & UTILITY OWNERS

APACHE COUNTY ROAD ABANDONMENT POLICY

Public roads within Apache County may only be abandoned by the Board of Supervisors if those roads have been properly dedicated to the general public and properly accepted by the Board or by the public. Proper dedication and acceptance means that the dedication and acceptance were accomplished pursuant to Arizona law or the common law. The Board of Supervisors lacks authority to abandon any public road which is not properly dedicated or accepted and will decline to abandon those roads. Any person or persons desiring the Board to abandon a public road must sufficiently prove to the County Engineer and County Attorney that proper dedication and acceptance has been made, prior to any abandonment of a public road.

roadway and any special circumstances affecting the County's legal rights.

2. An evaluation by the County Engineer as to any transportation or public safety concerns raised by the application.
 3. An evaluation by the County Planning and Zoning Director as to conformity with County Master Plan and anticipated future growth in the county.
 4. Notice to affected property owners and public utilities for their comments.
 - a. In the case of a proposed sale, notice shall be given as described in paragraphs III.D.1 and III.D.2 above, together with such notice to public utilities as the County Engineer deems appropriate.
 - b. In the case of a proposed exchange or vacation, or the extinguishment of an easement, Applicant shall give notice by registered mail to all owners of property and public utilities affected by the proposed exchange, vacation or extinguishment of an easement at least 60 days before the matter will be heard by the Board of Supervisors. **The signed registered mail receipts and a completed Form 1A (attached to the application) for each property or utility owner shall be returned to the county engineer.** The failure of any person to receive notice shall not invalidate the Board's action.
 - (1) Notice may be waived, or the time period may be shortened, in the discretion of the County Engineer (with the concurrence of the County Attorney) in special circumstances - for example, when a platted subdivision is reverting to acreage, and all property surrounding the roadway(s) is still owned by the developer.
 5. A recommendation to the Board of Supervisors by the County Engineer.
- D. The application will be heard and decided by the Board of Supervisors.
1. If the Board approves a proposed sale, exchange or vacation, or the extinguishment of an easement, the approval may be conditioned on the applicant providing, at the applicant's expense, an accurate legal description of the roadway or affected portions. In the case of an exchange, the applicant may also be required to provide an accurate legal description of the new roadway, together with a title report or other evidence that the new roadway is free and clear of all liens. If the County initiated the matter, any legal description(s) shall be provided by the County.
 2. If the Board approves a proposed sale, exchange or vacation, the approval may be conditioned on the applicant providing, at the applicant's expense, a **qualified appraisal** of the roadway or affected portion. In the case of an exchange, the applicant may also be required to provide a qualified appraisal of the new roadway. If the County initiated the matter, any appraisal(s) will be provided by the County.
- E. Any action of the Board of Supervisors to abandon or extinguish under this procedure will be taken by resolution of the Board.

STATE OF ARIZONA
 COUNTY OF APACHE
 OFFICIAL USE ONLY
 REPORT

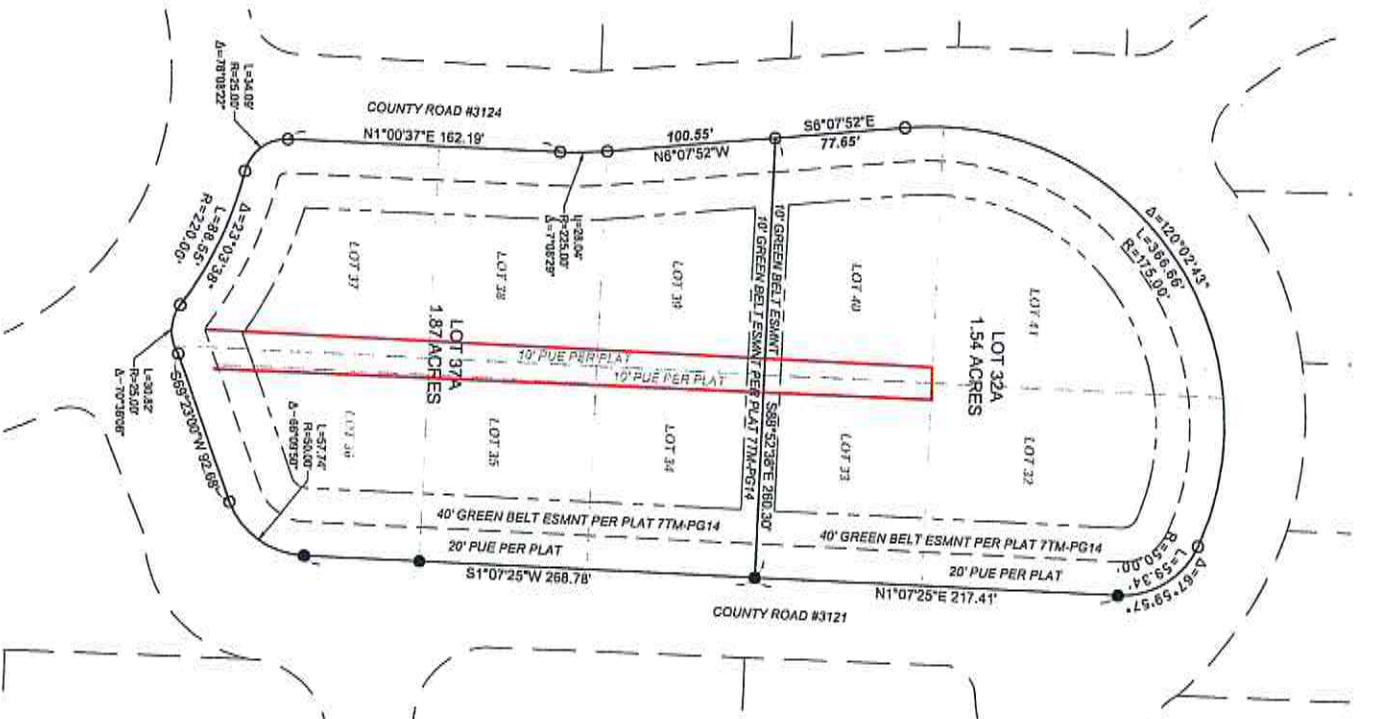
MEDICATION:
 I, Karyl L. Carter, the undersigned, hereby warrant, that I am the only party having record title interested in the land depicted on this plat by virtue of that instrument #2017-000699, Records of Apache County, and I have consented to the provisions of "Article V" of those Restated Declaration and Establishment of Covenants, Conditions, Reservations and Restrictions for the T1a Wilderness, as recorded in Docket 648, Pages 86 through 89; Records of Apache County, and as the undersigned have caused this plat to be created, and the desire that this plat establish the foregoing 2ND AMENDMENT to the WILDERNESS as depicted and the resulting Lots shall be hereafter known as depicted herein along with all remaining easements and servitudes previously platted and declared by that instrument in Book 7 of Townsite Maps, Page 14, as shown herein.

By: Karyl L. Carter date: _____
 State of Arizona)
) SS.
 County of Navajo)
 On this _____ day of _____ before me the undersigned Clerk, personally appeared Karyl L. Carter, who acknowledged herself to be the owner of the lands depicted herein.
 In witness hereof I hereunto set my hand and official seal.

Notary Public: _____
 My Commission Expires: _____
APACHE COUNTY PLANNING AND ZONING COMMISSION
 The Apache County Planning and Zoning Commission does hereby Recommend this plat for Approval.

Chairman - Planning & Zoning Commission date: _____
 ATTEST:
 Director - Community Development Department date: _____
APACHE COUNTY BOARD OF SUPERVISORS:
 The Apache County Board of Supervisors does hereby Approve this Plat

Chairman - Apache County Board of Supervisors date: _____
 ATTEST:
 Clerk of the Board of Supervisors date: _____



2ND AMENDMENT TO THE WILDERNESS

LOTS 32, 33, 40, 41 & LOTS 34-36, 37-39;
 SE1/4, S. 12; T10NR24E; G&SRM;
 APACHE COUNTY, ARIZONA
RESULTANT LEGAL DESCRIPTION:
 Parcel #1 - Lot 32A, The Wilderness, 1.54 acres
 Parcel #2 - Lot 37A, The Wilderness, 1.87 acres
 SYMBOL LEGEND

---	PROPERTY BOUNDARY
---	ADJOINING BOUNDARY
---	SETBACK LINE
---	BARRIED WIRE FENCE
---	POST FENCE OR WALL
---	CHAINLINK OR WOVEN WIRE FENCING
---	WATER COURSE OR DRAINAGE
---	ASPHALT OR CONCRETE PAVEMENT
---	1st. LINE
---	OVERHEAD ELECTRIC
---	UNDERGROUND ELECTRIC
---	OVERHEAD TELEPHONE
---	UNDERGROUND TELEPHONE
---	SANITARY SEWER
---	STORM SEWER
---	WATER LINE
---	NATURAL GAS/LIQUID PROPANE GAS
---	SEE #5 BEHIND RITE CAP I.S. 31023
---	FOUND MARK & CAP / TAG I.S. 19013

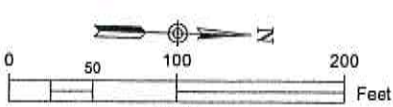
SURVEYOR'S CERTIFICATE:
 I hereby certify that this plat and the survey on which it is based was performed under my direct supervision and the information shown hereon is true and correct to the best of my knowledge and belief.

Daniel R. Muth, P.L.S., C.FedS
 AzSLS No. 31023
 Expires 31 MAR 2018

PRELIMINARY



- REFERENCES:**
- The owner of record is Karyl Carter according to Document #2017-000699, records of Apache County.
 - Record(s) of Survey:
 - BK T1M-7g 1A.
 - Record Instrument(s):
 - COAR s Dkt. 419-7g 519 Superceded
 - COAR s Dkt. 607-7g 294 Superceded
 - COAR s Dkt. 609-7g 89 Superceded
 - COAR s Dkt. 632-7g 20 Superceded
 - COAR s Dkt. 648-7g 96 CUMULATIVE & EFFECTIVE
 - THIS L&P COMBINATION IS PURSUANT TO ARTICLE V OF THE COAR'S AS RECORDED IN DOCKET 648, PAGES 86 - 91; RECORDS OF APACHE COUNTY.**



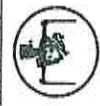
BASIS OF BEARING:
 ALL MEASUREMENTS WERE MADE USING BEA-TIME DIFFERENTIALLY CONNECTED GLOBAL POSITIONING OBSERVATIONS MADE FROM USNS CHRS "AZOP" NORTH IS REFERENCED TO NAD83. ALL DISTANCES ARE CHORDS.

Daniel R. Muth, P.L.S., C.FedS
 Professional Land Surveyor
 Certified Federal Surveyor
 P.O. Box 1753
 Springerville, AZ 85938-1753
 (928) 245-3992
 danmuth@dmajplm.com

Project Number : 2017.026
 Date of Survey : 05/2017
 Requested by : K. Carter
 APN : 106-70-32
 Drawing Name : dms
 Drawn by : dms
 Revision : N/A

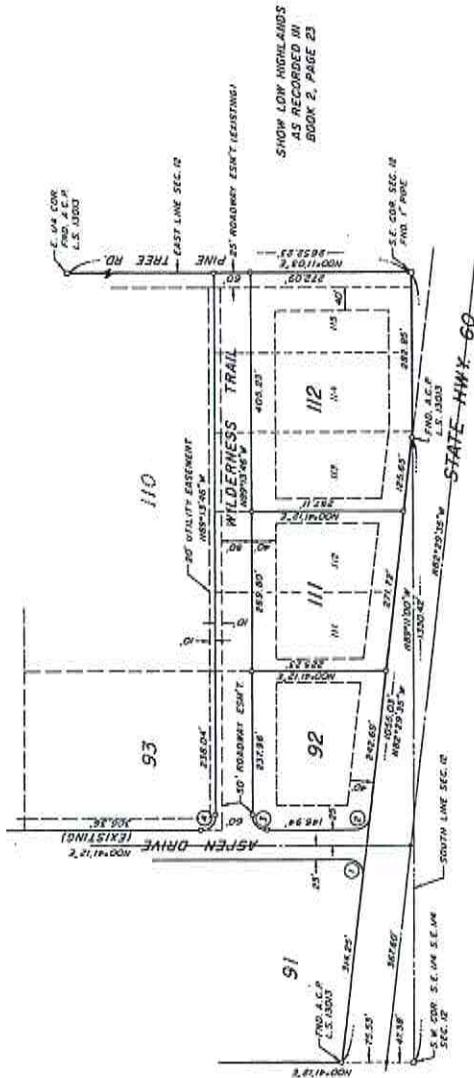
RECORD OF SURVEY
 Dependent Resurvey & Combination of
 Lots 32-41, The Wilderness
 S. 12, T10NR24E, G&SRM
 Apache County, Arizona

INDEX INFORMATION FOR COUNTY CLERK			
MC 12	T 10N	R 24E	S 12
RECORDING THE SURVEY			
LOTS 32-41			
DATE: 05/2017			
COUNTY: APACHE			
STATE: ARIZONA			
APPROVED: 05/23/2017			
RECORDING: 05/23/2017			



AMENDED THE WILDERNESS

AMENDMENT OF LOTS 92, 93 & III THRU
113 ON THE WILDERNESS, A SUBDIVISION
IN THE COUNTY OF MARICOPA, ARIZONA
AS SHOWN ON MAPS RECORDED IN BOOKS
9-24-F & G S.R.M. MARICOPA COUNTY, AZ
AS RECORDED IN BOOK 7 OF MAPS AND
PLATS AT PAGES 14 & 15 THEREOF.



CURVE DATA

- ① 41°38'45" R 115.00' L 115.00'
- ② 41°38'45" R 115.00' L 115.00'
- ③ 41°38'45" R 115.00' L 115.00'
- ④ 41°38'45" R 115.00' L 115.00'
- ⑤ 41°38'45" R 115.00' L 115.00'
- ⑥ 41°38'45" R 115.00' L 115.00'
- ⑦ 41°38'45" R 115.00' L 115.00'
- ⑧ 41°38'45" R 115.00' L 115.00'
- ⑨ 41°38'45" R 115.00' L 115.00'
- ⑩ 41°38'45" R 115.00' L 115.00'

LEGEND

— INDICATES 5/8" WOOD PIN TARGETED L.S. STIP
UNLESS OTHERWISE NOTED.

APACHE COUNTY APPROVALS

CHAIRMAN, BOARD OF SUPERVISORS 6-18-91 DATE
PLANNING ZONING COMMISSION 5-10-91 DATE
Kay Howell

RECORDING DATA

STATE OF ARIZONA S.S.
COUNTY OF MARICOPA
FILED FOR RECORD AT THE REQUEST OF Tucson
ON THIS 15 DAY
OF July 1991 AT Lawton BOOK 2000 MAPS & PLATS
AT PAGE 15 THEREOF.
WITNESS MY HAND AND OFFICIAL SEAL, THE DAY AND YEAR
ABOVE WRITTEN.
Raymond Lee Jones BY: Raymond Lee Jones DEPUTY
COUNTY RECORDS CLERK



LOCATION MAP

DEDICATION

WE THE UNDERSIGNED HEREBY WARRANT THAT WE ARE ALL AND
THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE
LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION
OF SAID LAND IN THE MANNER SHOWN HEREON.
WE HEREBY DEDICATE & CONVEY TO THE PUBLIC AND ALL LEASE-
HOLDERS AND ALL UTILITY COMPANIES, ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSE
OF INSTALLATION AND MAINTENANCE OF UTILITIES AND OTHER
USES AS DESIGNATED BY THIS PLAT.

DEAN LAND CO.
BY: Ross A. Deane
ROSS A. DEANE, PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA S.S.
COUNTY OF MARICOPA
ON THIS 15 DAY OF July 1991 BEFORE ME THE UNDERSIGNED
PUBLIC NOTARY, PERSONALLY APPEARED Ross A. Deane WHO
ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF DEAN LAND CO.
THEEIN CONTAINED HIMSELF AS PRESIDENT.
IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC EXPIRES: 11-15-92


RESTRICTIONS RECORDED IN DOCKET 1-1-77 PAGE 27-27

CERTIFICATION OF SURVEY

THIS IS TO CERTIFY THAT THIS MAP, CONSISTING OF ONE (1) SHEET,
WAS PREPARED AND DRAWN BY ME OR UNDER MY CLOSE PERSONAL
SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN ARIZONA
DURING THE MONTH OF MARCH 1991 THAT THE SURVEY IS TRUE
AND COMPLETE. ALL MONUMENTS ACTUALLY EXIST, THEIR POSI-
TIONS ARE CORRECTLY SHOWN AND SAID MONUMENTS ARE SUFFI-
CIENT TO ENABLE THE SURVEY TO BE RETRACED.



RAYMOND LEE JONES, R.L.S. NO. 0713

Date: Mar. 1991 Job No. C 90056

Jones & Assoc., Inc.
 2627 N. FIRST AVE.
 TUCSON, A.Z. 85719

RECORDING REQUESTED BY
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

KARYL L. CARTER
PO BOX 2061
TAYLOR, AZ 85939

ESCROW NO.: 01865241 - 283 - CT2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
John A. Koenig and Cathy A. Koenig, husband and wife
do/does hereby convey to

Karyl L. Carter, an unmarried woman
the following real property situated in Apache County, ARIZONA:

Lots 32 through 41, inclusive, THE WILDERNESS, according to the plat recorded in Book 7 of Maps, pages 14 and 15 and amended in plat recorded in Book 8 of Maps, page 15, records of Apache County, Arizona;

EXCEPT all the coal and minerals as reserved in Patent from United States of America.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: January 27, 2017

Grantor(s):



John A. Koenig



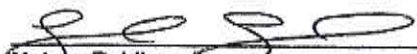
Cathy A. Koenig

State of Arizona
County of Maricopa } ss:

On this 8 day of February, 2017, before me personally appeared **John A. Koenig and Cathy A. Koenig**, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)





Notary Public
Commission Expires: 05/28/2019

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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

**RESOLUTION OF ABANDONMENT
2017-__**

Whereas, a petition was filed with the Apache County Board of Supervisors, requesting the abandonment of a Utility and Green Belt Easement Which is described as follows, to-wit:
back lot lines of lots 32 through 41 of The Wilderness subdivision as recorded in book 7 of Maps, Page 14 of the Apache County Records; and

Whereas, all properties in the above mentioned are owned by one party; and

Whereas, said party is in process of combining said lots into two separate lots, working with Apache County Community Development in doing so; and

Whereas, the Apache County Attorney as reviewed and approved the said abandonment; and

Whereas, there is no negative affect to Apache County by the approval of said abandonment; and

Whereas, it appearing to the Board of Supervisors that it is necessary to abandon the hereinafter property in accordance with said petition and law;

IT IS THEREFORE RESOLVED that the Petition of abandonment of the Utility and Green Belt Easement located at back lot lines of lots 32 through 41 of The Wilderness Subdivision as recorded in book 7 of Maps, Page 14 of the Apache County Records, be approved.

BE IT FURTHER RESOLVED that a copy of this resolution, together with an Amended Plat to The Wilderness Subdivision will be filed and recorded in The Apache County Recorder's office, reflections said abandonment.

Approved this 19th day of September 2017.

Joe Shirley, Jr., Chairman of the Board

Attest:


Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 9/11/17 

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

PUBLIC HEARING, consideration and possible approval of a subdivision plat amendment allowing Karyl Carter to Amend the Wilderness Subdivision Plat converting 10 lots into two lots. Lots 32, 33, 40, and 41 will become combined into one lot, and lots 34 – 39 will be combined into another lot. Property is located near Vernon, AZ. A.P.N 106-70-032 thru 041. The P&Z Commission unanimously approved the application on August 3, 2017 with the following condition: that this application be approved at the same time as the approval of the utility easement abandonment involving the same 10 lots.

BOS Meeting Date Requested Tuesday, September 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



Apache County Community Development

Devin Brown, Director
Greg Green, Building Official
P.O. Box 238
St. Johns, AZ 85936
Phone (928) 337-7526
Fax (928) 337- 7633

MEMORANDUM

TO: Board of Supervisors
FROM: Devin Brown, Community Development Director
DATE: September 11, 2017
RE: Karyl Carter subdivision plat amendment application pros and cons.

Ms. Carter owns 10 adjoining lots in the Wilderness Subdivision near Vernon. These lots are so small that Ms. Carter is only allowed to build 2 houses on the combined 10 lots, which means it is useless to have 10 little lots. So she is wanting to combine the 10 down to two larger lots. Having these two larger lots would allow her to build a house and install a septic tank on each of the two lots. These properties are completely surrounded by a road as seen on the accompanying plat maps, so they are separated from any neighboring parcels.

Pros and Cons

Pros:

Approving this application would allow a citizen to use and enjoy her property in a way that she cannot do at this time—build a house and install a septic tank. Also, combining these lots would have no negative impact on neighboring properties. The property is separated from all other neighboring lots by a road. From the neighborhood standpoint, reducing 10 lots down to 2 lots could reduce the potential number of neighbors driving on the roads, requiring services, and making noise. Basically, it furthers the rural character of the area.

Cons:

No negative impacts are foreseen if the application is approved.



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name KARYL CARTER
 Mailing Address P.O. BOX 2061
TAYLOR, AZ 85939
 Contact Person DANIEL R. MUTH PLS
 Phone 245-3922 Fax _____
 Email dan.muth@dmjmpls.com

PROPERTY OWNER (if different than applicant)

Name _____
 Mailing Address _____

 Contact Person _____
 Phone _____ Fax _____
 Email _____

PROJECT ENGINEER

Name _____
 Mailing Address _____

 Contact Person N/A
 Phone _____ Fax _____
 Email _____

PROPERTY INFORMATION

Assessor's Parcel #(s) 106-70-032 - 106-70-041

 Township 10N Range 24E Section 12
 Subdivision Name The Wilderness
 Unit # LOTS 32-41
 Address/Location Vernon

 Number of Lots Proposed 2
 Total Site Acreage 3.41 Acres
 Proposed Access County Road 3121 & 3124

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

[Signature] Date 5/22/17

Signature of Property Owner (if not the applicant)

_____ Date _____

OFFICE USE ONLY	
Received By <u>Spearce</u>	Date <u>5/23/17</u>
Receipt # _____	Fee <u>370.00</u>
Subdivision# <u>The Wilderness</u>	
Related Subdivisions _____	

COMMISSION ACTION	
<input checked="" type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman <u>[Signature]</u>	Date _____
BOARD ACTION	
<input type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman _____	Date _____
11/21/2005	



LOT COMBINATIONS APPLICATION

APPLICANT

Name KARYL CARTER
 Mailing Address P.O. BOX 2061
TAYLOR, AZ 85939
 Contact Person DANIEL R. MUTH PLS
 Phone 245-3022 Fax _____
 Email dan.muth@dmjmpls.com

SUBMITTAL CHECKLIST

- Lot Combinations application.
- A non-refundable processing fee \$200.00.
- A survey map that has been prepared by a Registered Land Surveyor that shows original lot lines and revised lot lines.
- Legal description of original and revised lots and easements.
- Names and address of property owners with 300 feet of subject parcel

PROPERTY INFORMATION

Assessor's Parcel #'s 106-70-032
 Township 10N Range 24E Section 12
 Subdivision THE WILDERNESS
 Unit # _____ Lot # 32-41
 Address/Location TBD ACR 3123
VERNON, AZ 85940

CERTIFICATION & SIGNATURE

I declare under penalty of perjury that I am the owner or authorized agent of the property subject to this request and the foregoing statements, answers and attached documents are true and correct. As the applicant for this proposal, I understand that my application is not deemed complete until the Planning Office has reviewed the application. I further understand I will be notified when my application has been deemed complete. At that time I expect that my application will be processed within a reasonable time, considering the work load of the Planning Office.

LOT COMBINATION REQUEST

Please provide the intentions of the owner for the property.
COMBINE LOTS 32,33,41,40 INTO 32A
COMBINE LOTS 34-36 & 37-39 INTO 37
IN ACCORDANCE WITH CURRENT CC&R'S

Signature of Applicant

[Signature] Date 5/17/17

Signature of Property Owner (if not the applicant)

Per Karyl Carter Date 5/17/17

TREASURER

Paid/Updated Taxes

Signature _____ Date _____

OFFICE USE ONLY	
Received By _____	Date _____
Receipt # _____	Fee _____
Reference # _____	
Related Cases _____	

PLANNING & ZONING ACTION	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Comments _____	

Signature _____	Date _____
4/19/2016	

NOTICE TO RECORDERS

1. The undersigned hereby certifies that the within instrument was filed and recorded in the Public Records of the State of Arizona on this _____ day of _____, 2017, at _____.

2. The undersigned hereby certifies that the within instrument is a true and correct copy of the original instrument as recorded in the Public Records of the State of Arizona.

3. The undersigned hereby certifies that the within instrument is a true and correct copy of the original instrument as recorded in the Public Records of the State of Arizona.

4. The undersigned hereby certifies that the within instrument is a true and correct copy of the original instrument as recorded in the Public Records of the State of Arizona.

OFFICIAL USE ONLY

DEDICATION:

I, Karyl Carter, the undersigned, hereby warrant, that I am the only party having record title interested in the land depicted on this plat by virtue of that instrument #2017-000689; Records of Apache County; and I have consented to the provisions of "Article V" of those "Restated Declaration and Establishment of Covenants, Conditions, Reservations and Restrictions for the Wilderness" as recorded in Decree 648, Pages 86 through 89; Records of Apache County; and as the undersigned have caused this plat to be created, and I declare that this plat shall establish the foregoing 2ND AMENDMENT to the WILDERNESS as depicted and the resulting Lots shall be heretofore known as depicted herein along with all remaining easements and servitudes previously platted and dedicated by that instrument in Book 7 of Townsite Maps, Page 14, as shown herein.

By: _____
Karyl L. Carter
date.

State of Arizona }
County of Navajo }
} S.S.
}

On this _____ day of _____ before me the undersigned Notary Public, personally appeared Karyl L. Carter, who acknowledged herself to be the owner of the lands depicted herein. In witness thereof I hereunto set my hand and official seal.

Notary Public. _____
My Commission Expires: _____

APACHE COUNTY PLANNING AND ZONING COMMISSION

The Apache County Planning and Zoning Commission does hereby Recommend this plat for Approval.

Chairman - Planning and Zoning Commission _____ date.
ATTEST:

Director - Community Development Department _____ date.

APACHE COUNTY BOARD OF SUPERVISORS:

The Apache County Board of Supervisors does hereby Approve this Plat

Chairman - Apache County Board of Supervisors _____ date.

ATTEST:

Clerk of the Board of Supervisors _____ date.

2ND AMENDMENT TO THE WILDERNESS
LOTS 32,33,40,41 & LOTS 34-36, 37-39;
SE1/4,S.12; T10NR24E; G&SRM;
APACHE COUNTY, ARIZONA
RESULTANT LEGAL DESCRIPTION:
Parcel #1 - Lot 32A, The Wilderness, 1.54 acres
Parcel #2 - Lot 37A, The Wilderness, 1.87 acres
STAKE LITHED

PROPERTY BOUNDARY	○
ADJOINING BOUNDARY	○
SETBACK LINE	○
BARBED WIRE FENCE	○
POLE FENCE OR WALL	○
CHAINING OR RIVEN WIRE FENCING	○
WATER COURSE OR DRAINAGE	○
ASPHALT OR CONCRETE PAVING	○
LOT LINE	○
OVERHEAD ELECTRIC	○
UNDERGROUND ELECTRIC	○
OVERHEAD TELEPHONE	○
UNDERGROUND TELEPHONE	○
SANITARY SEWER	○
STORM SEWER	○
EATER LINE	○
64S	○
64S	○
64S	○

SURVEYOR'S CERTIFICATE:

I hereby certify that this plat and the survey on which it is based was prepared under my direct supervision and the information shown hereon is true and correct to the best of my knowledge and belief.

Daniel R. Bath, PLS., CFECS
Arizona No. 31029
Expires 31 Mar 2018

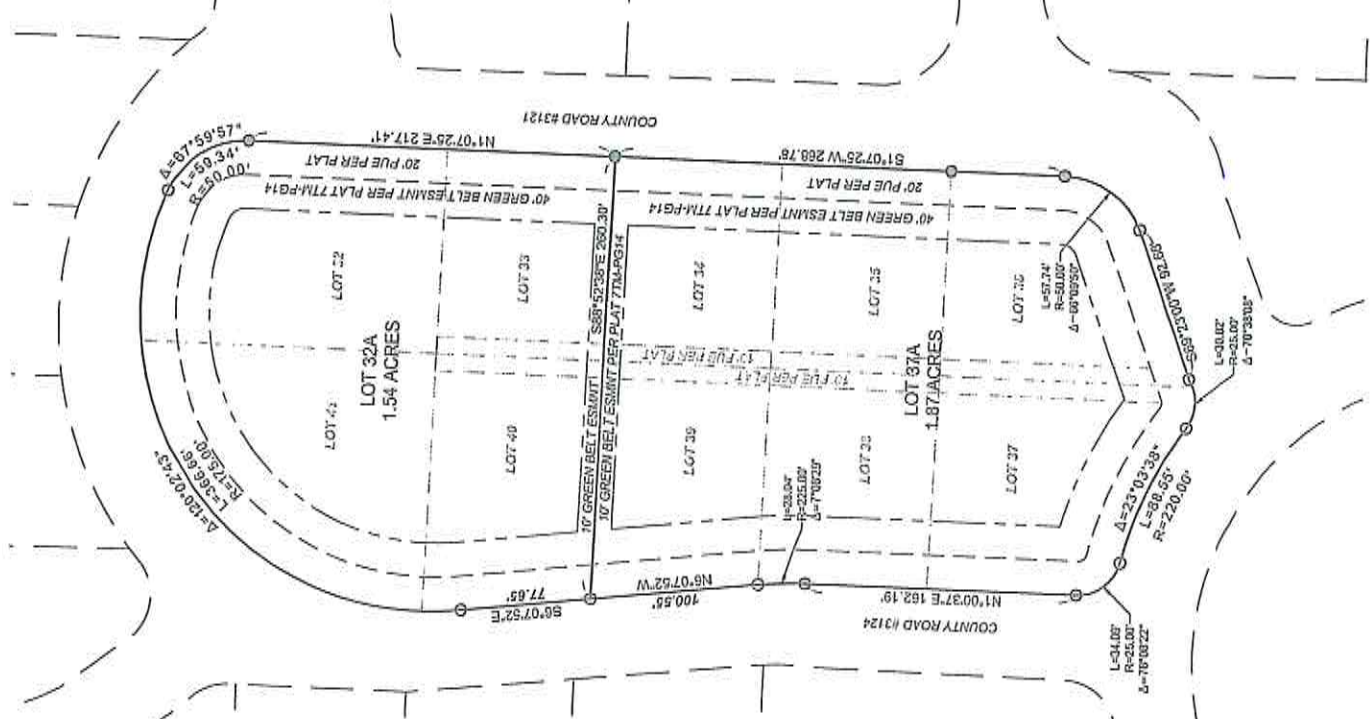


PRELIMINAR

REFERENCES:

1. The owner of record is Karyl Carter according to Document #2017-000689, records of Apache County.
2. Record(s) of Survey:
a) Bk 7TH-24 14.
3. Record Instrument(s)
a) CCMH's Bk: 419-1/2 519 Superceded
b) CCMH's Bk: 607-1/2 294 Superceded
c) CCMH's Bk: 608-1/2 89 Superceded
d) CCMH's Bk: 632-1/2 30 Superceded
e) CCMH's Bk: 618-1/2 86 COMMENT & ERECTIVE
4. THIS LOT COMPREHENSIVE IS PURSUANT TO ARTICLE V OF THE COZY'S AS RECORDED IN DECKET 648, PAGES 86 - 91; RECORDS OF APACHE COUNTY.

BASIS OF SURVEY:
ALL MEASUREMENTS WERE MADE USING MEAN-TIME DIFFERENTIALLY CORRECTED GLOBAL POSITIONING OBSERVATIONS MADE FROM USNGS COGS "AZ90". NORTH IS REFERENCED TO NAD83. ALL DISTANCES ARE GRAMM.



INDEX INFORMATION FOR COUNTY CLERK

BOOK: 11 PAGE: 1048

DATE: 03/14/2017

TIME: 10:22:52 AM

FILE NO: 2017-000689

FILE NAME: 2017-000689.PDF

FILE TYPE: PDF

FILE SIZE: 1,024,000 BYTES

FILE EXTENSION: .PDF

FILE LOCATION: /usr/local/pgsql

FILE OWNER: root

FILE GROUP: root

FILE PERMISSIONS: -rwxr-xr-x

RECORD OF SURVEY

Dependent Resurvey & Combination of Lots 32-41, The Wilderness Apache County Arizona

Project Number: 2017, 026

Date of Survey: 08/2017

Requested by: K. Carter

APN: 100-70-32

Drawing Name: N/A

DATE: R. MATH, PLS., CFECS

Professional Land Surveyor

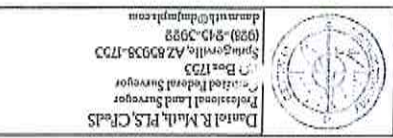
State License: AZ80338-7D3

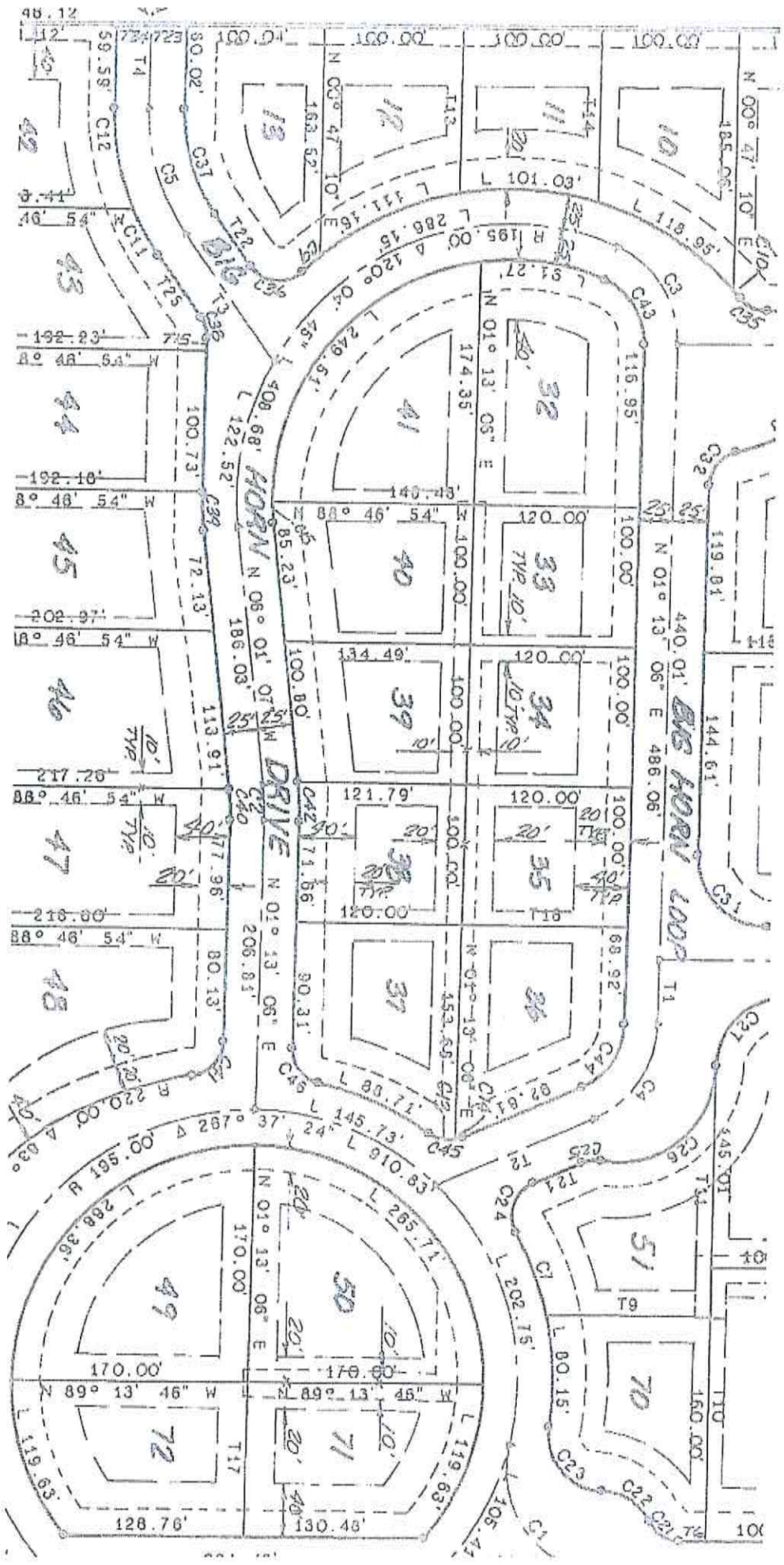
Supervisor: 0038-240-2988

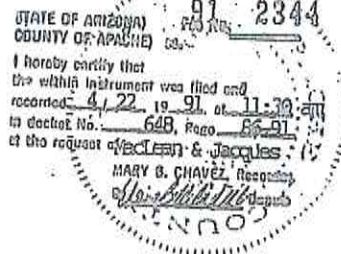
Office: 0038-240-2988

Address: 1733 S. Baseline

City: Phoenix, AZ







WHEN RECORDED RETURN TO:

MacLean & Jacques, Ltd.
40 E. Virginia, #202
Phoenix, AZ 85004

RESTATED DECLARATION AND ESTABLISHMENT
OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS FOR THE WILDERNESS

THIS DECLARATION, is made this 10th day of April, 1991
by DEAN LAND CO., an Arizona corporation, hereinafter referred to
as "Declarant".

Declarant is the owner of all the lots in The Wilder-
ness, a subdivision of record according to the plat of record in
the office of the County Recorder of Apache County, Arizona, in
Book 7, Pages 14 and 15 thereof, or as from time to time may be
amended (the "Subdivision"), and, pursuant to the amendment
provisions established in the Restated Declaration and Establish-
ment of Covenants, Conditions, Reservations and Restriction for
The Wilderness recorded in Docket 632, Pages 20-26 in the office
of the County Recorder of Apache County, Arizona (the "Restated
CC & R's"), Declarant hereby revokes and rescinds the Restated CC
& R's in their entirety and replaces them with these Restated
Declaration and Establishment of Covenants, Conditions, Reser-
vations and Restrictions for The Wilderness (the "Declaration").

Declarant hereby declares all of the Subdivision shall
be held, sold, and conveyed subject to the following easements,
restrictions, covenants, and conditions, which are for the purpose
of protecting the value and desirability of, and which shall run
with the real property constituting the Subdivision and be bind-
ing on all parties having any right, title to, or interest in the
Subdivision, or any part thereof, and their respective heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof, and each of said easements, conditions, restric-
tions, and covenants touch and concern the Subdivision and each
and every part thereof.

ARTICLE I

DEFINITIONS

1. "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of any interest to any lot which is part of the Subdivision, but excluding those having an interest merely as security for the performance of an obligation.
2. "Properties" shall mean and refer to any or all of the numbered lots in the Subdivision.
3. "Lot" shall mean and refer to any numbered lot shown upon the recorded subdivision map of The Wilderness Properties.
4. "Lot Combinations" shall mean and refer to those certain Lots required and restricted as described herein to be used and conveyed in designated combinations, which are thereafter declared to be one Lot for all permitted uses.

ARTICLE II

RESTRICTIONS

1. Each Lot in The Wilderness shall be used exclusively for single family residential purposes.

A residence shall consist of a house, cabin or mobile home containing not less than 800 square feet of living area, exclusive of porches and garages.

3. Only new materials used for the construction of home or cabin. No mobile home shall be older than five (5) years old when placed on the lot. In the event a mobile home is placed on a Lot, it must be skirted with matching siding or signing painted to match the mobile home, no later than thirty (30) days after placement. All porches and decks must be attached and built with new materials.

4. Recreational vehicles may be placed on the Lots for seasonal and overnight use only. Extended seasonal use is only permitted between the months of May through October. All recreational vehicles must be removed from Lots by October 31 of each year. No recreational vehicle may be permanently occupied on a year round basis. If a recreational vehicle is used for seasonal or overnight occupancy, the Owner must install a septic system, a driveway, and an eighteen (18) inch drainage culvert for roadway access.

5. No detached buildings or out buildings shall be constructed on any Lot other than one (1) detached storage building, no larger than sixteen (16) feet by sixteen (16) feet, except as provided for in Article II, Subparagraph 14 herein.

Any additional buildings must be constructed of materials that will blend with the architecture of the residence.

6. Conventionally constructed homes, modular type homes, or mobile homes, including any porches, patios, carports, or garages shall not be closer than thirty-five (35) feet to the front and rear property lines, nor closer than twenty (20) feet to the side property line. In construing this restriction, two or more adjoining Lots built upon by a single Owner, for use as a single residence shall be construed as one Lot. In such case, the common side property line(s) will be ignored and no set back or landscaping requirement of the Subdivision plat or this Restated Declaration shall apply to such common property line(s). No structure or apparatus of any kind can be placed within the required set backs and the set back areas shall be kept in their natural state of vegetation.

7. All Lots shall be kept free of any accumulation of garbage, refuse or other debris which could constitute a health or fire hazard. Each improved Lot Owner or occupant shall furnish and maintain one or more covered garbage can(s) on his Lot in a location screened from public view. During construction, all contractors and Owner-builders shall keep debris and refuse contained in such a manner that it will not blow or fall on adjoining property. All accumulations of debris and refuse shall be removed within five (5) working days after completion of construction.

8. Junk automobiles, or trucks larger than pickup class, shall not be kept or maintained within the Subdivision, nor shall any vehicle be overhauled on any lot. Any automobile repair must be done within the confines of the Lot Owner's garage.

9. Recreational vehicles may be stored on the Lot only after the main residence has been established. These vehicles must be parked near the rear of the Lot but not within any required set back area.

10. Fences, hedges or walls shall not be constructed or maintained upon any lot except as follows: Not to exceed 5 feet in height at the rear or side of any Lot, and not to exceed 3 feet in height within 20 feet of the front of any Lot.

11. Propane gas tanks shall be placed on the rear or side of the residence and screened from view by plantings, walls, or fences.

12. Any satellite receiver antenna shall be placed at the rear of the residence. If this is not feasible, it may be placed on either side of the Lot, except when the residence is located on a corner. In any case, the antenna shall be reasonably screened from public view by plantings, walls, or fences.

13. No animals, birds, or fowl shall be kept or maintained on any lot of less than two (2) acres, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for pleasure and use of occupants, but not for commercial use. All animals must be confined to the Owner's Lot unless adequately leashed.

14. One horse per acre shall be permitted on any Lot or combination of lots larger than one (1) acre. These Lots shall be deemed for equestrian use and the Owners of same shall erect horse stalls and barns for their shelter and no horse shall be kept on the front of any Lot. Such horse stalls and barn are in addition to the buildings otherwise permitted hereunder. These structures shall be erected no closer than fifty (50) feet to any side or rear lot line or the back of the residence, whichever is farther from the front lot line. Any barn or horse stall shall be built of new materials and constructed in such a manner as to blend with the architecture of the main residence.

15. No Lot shall be used in whole or part for the storage of rubbish or for any use of any character that shall emit foul or obnoxious odors, or cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding Properties.

16. The native growth on the Properties, including Pinon and Juniper trees, shall not be destroyed or removed by any of the Lot Owners, except such native growth necessary for construction of roads, driveways, residences, garages, utilities, out buildings, and patios.

17. Building standards shall comply with Apache County's uniform building codes, and, prior to construction, a building permit must be granted by Apache County.

18. No Lot or Lot Combinations, as defined herein, shall be re-subdivided, but multiple Lots may be combined and used as a single Lot.

19. No billboards or advertising signs of any character shall be erected on any Lot, except as herein expressly permitted. A name sign, address sign, and a For Sale sign no larger than 2' x 3' shall be permitted. The erection of signs by the developer to promote the sale of the Lots shall be permitted until such time as the entire development is sold.

20. The Owners of Lots adjacent to streets shown on the plat and not publicly maintained shall be responsible for maintaining such streets adjacent to the Lots. Such responsibility shall extend to the entire width of the street, unless the street has a Lot on both sides of the street in which event such responsibility shall extend only to the center line of the street.

ARTICLE III

ENFORCEMENT

Declarant, any Owner, and any person claiming by, through, or under the Declarant, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of this Restated Declaration. The failure, promptly to enforce any of the provisions of this Restated Declaration, shall not be construed as a waiver of the violation of the enforcement of future violations. The invalidation of any one or more of the provisions of this Restated Declaration by any court of competent jurisdiction in no way shall affect the balance of this Restated Declaration which shall remain in full force and effect.

ARTICLE IV

HOMEOWNERS' ASSOCIATION; ASSESSMENTS; COMMON AREAS

At such time as the Declarant has sold 85% of the total Lots in the Subdivision, if by an affirmative vote of 75% of the Owners, a Homeowners' Association may be formed. The Association shall have the right to create and approve Bylaws, assess dues, elect officers and enforce the Use Restrictions herein. The Association shall be governed by a Board of Directors. All Lot Owners shall be members, whether he/she voted in favor of the formation of an Association or not. The Association may be incorporated as a non-profit corporation under the laws of the State of Arizona.

ARTICLE V

LOT COMBINATIONS

As to the Lots (specifically described below) only: Because of the size of the Lots as platted on the recorded Subdivision map of The Wilderness, in order to satisfy applicable health department requirements with regard to the use of individual septic tanks, the following Lots are to be used and only be conveyed in combinations as follows:

Lots: (1 & 2), (3 & 4), (5, 6 & 7), (8, 9 & 10), (11, 12 & 13), (14, 15, 30 & 31), (16, 17 & 18), (19 & 20), (21 & 22), (24 & 25), (26 & 27), (28 & 29), (32, 33, 40 & 41), (34, 35, 36, 37, 38 & 39), (42, 43 & 44), (45 & 46), (47 & 48) (49, 50, 71 & 72), (51, 52, 69 & 70), (53, 54 & 55), (56 & 57), (58 & 59), (62 & 63), (64 & 65), (66, 67 & 68), (73, 74 & 75), (76, 77 & 78), (79, 80 & 81), (82 & 83), (84 & 85), (111 & 112), (113, 114 & 115).

There shall be only one residence constructed on any of the above so combined Lots.

ARTICLE VI

MISCELLANEOUS

The covenants and restrictions of this Restated Declaration shall run with and bind the land. This Restated Declaration may be amended, except for Article V, during the first twenty-five (25) year period by an instrument signed by the Lot Owners representing not less than eighty five percent (85%) of the Lot ownership, and thereafter by an instrument signed by the Lot Owners representing not less than fifty-one percent (51%) of the Lot ownership.


IN WITNESS WHEREOF, the undersigned has duly executed this Restated Declaration on the date first above written.

DEAN LAND CO., an Arizona corporation

By: Ross Dean
Ross Dean, President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on this 10th day of April, 1991, by Ross Dean, the President of DEAN LAND CO., an Arizona corporation, on behalf of the corporation.

Ross Dean
Notary Public


My Commission Expires:

My Commission Expires May 20, 1994

Shanna Pearce

To: Dan Muth
Subject: RE: Location of Navopache facilities within Wilderness Subdivision

From: Dan Muth [<mailto:dan.muth@dmjmpls.com>]
Sent: Tuesday, June 6, 2017 6:32 AM
To: 'Shanna Pearce' <spearce@co.apache.az.us>; 'Devin Brown' <devbrown@co.apache.az.us>
Subject: FW: Location of Navopache facilities within Wilderness Subdivision

Navopache's response to Mrs. Carter's easement vacation request....See below

Daniel R. Muth PLS, CFedS
928-245-3922
Fax 928-286-5146
dmjmpls.com
dmjmpls.blogspot.com

** Confidentiality Notice: This email, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the Arizona public records statutes. If you are not the intended recipient, please contact the sender and destroy all copies of this message.**

From: Nicholas Heggen [<mailto:NHeggen@navopache.org>]
Sent: Monday, June 5, 2017 5:00 PM
To: 'Dan Muth' <dan.muth@dmjmpls.com>
Subject: RE: Location of Navopache facilities within Wilderness Subdivision

Hello Dan. If all of those lots are to be combined into one, we do not have a use for that easement.
nick

From: Dan Muth [<mailto:dan.muth@dmjmpls.com>]
Sent: Thursday, June 01, 2017 9:32 AM
To: Nicholas Heggen <NHeggen@navopache.org>
Subject: Location of Navopache facilities within Wilderness Subdivision

Nick –

My client is looking to combine Lots 32-41 of the Wilderness subdivision in the island surround by Co Roads 3124 and 3121 (see attached). Apache county will not let her do this until it is confirmed that there are no navopache facilities within the easement desired to be vacated. Please review the attached sketch; the area in red is the utility easement she wants vacated. A written response is preferred thank you.

Daniel R. Muth PLS, CFedS
928-245-3922
Fax 928-286-5146
dmjmpls.com
dmjmpls.blogspot.com

** Confidentiality Notice: This email, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided

Shanna Pearce

From: Dan Muth <dan.muth@dmjmpls.com>
Sent: Friday, June 2, 2017 8:13 AM
To: Shanna Pearce
Cc: Devin Brown
Subject: FW: Lord AZ Water System lines in area

A response from Lord Arizona Water Systems concerning their water lines near the Carter property see below

Daniel R. Muth PLS, CFedS
928-245-3922
Fax 928-286-5146
dmjmpls.com
dmjmpls.blogspot.com

** Confidentiality Notice: This email, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the Arizona public records statutes. If you are not the intended recipient, please contact the sender and destroy all copies of this message.**

From: sholomom@aol.com [mailto:sholomom@aol.com]
Sent: Friday, June 2, 2017 7:47 AM
To: dan.muth@dmjmpls.com
Subject: Re: Lord AZ Water System lines in area

The water lines are all in road easements not in middle of said lots.

Margaret Lord

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

From: Dan Muth <dan.muth@dmjmpls.com>
To: sholomom <sholomom@aol.com>
Sent: Fri, Jun 2, 2017 7:20 am
Subject: FW: Lord AZ Water System lines in area

Daniel R. Muth PLS, CFedS
928-245-3922
Fax 928-286-5146
dmjmpls.com
dmjmpls.blogspot.com

** Confidentiality Notice: This email, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the Arizona public records statutes. If you are not the intended recipient, please contact the sender and destroy all copies of this message.**

From: Dan Muth [mailto:dan.muth@dmjmpls.com]
Sent: Thursday, June 1, 2017 9:12 AM
To: 'sholomom@aol.com' <sholomom@aol.com>
Subject: Lord AZ Water System lines in area

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER

Subdivision Amendment to Combine Lots.

Application # 2017-20

APPLICANT/PROPERTY OWNER

Karyl Carter

PUBLIC HEARING DATE

August 3, 2017

PROPERTY ADDRESS/LOCATION

Wilderness Subdivision north of the 60 near Vernon (see attached map)

BRIEF SUMMARY OF REQUEST

Applicant is wanting to combine 10 subdivision lots into 2 lots. The 10 lots are of such small acreage that the subdivision CC&Rs require that the lots can only be used or sold in combination, not separately. So even though the applicant owns 10 parcels, the CC&R's treat them as 2 lots.

These 10 lots are completely surrounded by a road, which creates a separation between them and neighboring lots. Combining these lots would not extinguish any roads, but will extinguish an unused utility easement. The utility has granted its approval to do so.

See attached maps

MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Vacant subdivision lots.	Ag General; residential subdivision	None	3.4 acres combined

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN

Combining lots complies with the vision of continuing our rural way of life by preserving low density development. The Comprehensive Plan characterizes the area as Community Village.

PROPERTY HISTORY

-The Wilderness Subdivision was created in 1983.
-In 1991, the CC&R's were adopted that required the lots owned by applicant only be used or sold as combined lots.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

The lots are in the Agricultural General Zone which has no restrictions on combining lots. Under Subdivision Ordinance Section 10, a person can combine lots through the Reversion to Acreage process, which the applicant has complied with.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)





Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

9/13/17



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

County Manager: Discussion and possible implementation of the Apache County Salary Study effective October 1, 2017.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

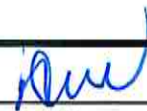
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



NAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range	MIN	MID	MAX	Time in Position	Time in Position Salary	Current Salary	Apache County Increase	Final AC Salary
Burdick, David G	Assessor	Property Appraiser I	26	31	\$27,268	\$34,085	\$40,903	0.8	\$27,268	\$25,065	\$2,203	\$27,268
Jenson, Steven	Assessor	Chief Deputy Assessor	50	50	\$43,593	\$54,491	\$65,389	0.82	\$44,682	\$60,911	\$0	\$60,911
Jones, Dennise	Assessor	Cert Chief Appr/Dep Assessor	48	48	\$41,492	\$51,865	\$62,238	0.8	\$41,492	\$57,463	\$0	\$57,463
Killion, Michael P	Assessor	Appraiser Apprentice	22	27	\$24,704	\$30,880	\$37,056	0.8	\$24,704	\$21,835	\$2,869	\$24,704
Krebs, Jessica	Assessor	Valuation Coordinator III	26	31	\$27,268	\$34,085	\$40,903	0.88	\$29,995	\$27,521	\$2,474	\$29,995
Lee, Nam Ho	Assessor	Valuation Coordinator I	22	27	\$24,704	\$30,880	\$37,056	0.8	\$24,704	\$21,835	\$2,869	\$24,704
Mavrides, Odessa R	Assessor	Property Appraiser I	26	31	\$27,268	\$34,085	\$40,903	0.8	\$27,268	\$25,173	\$2,095	\$27,268
Smith, Anastasia	Assessor	Appraiser Apprentice	22	27	\$24,704	\$30,880	\$37,056	0.8	\$24,704	\$23,276	\$1,428	\$24,704
Boddeker, Mary E	Attorney	Legal Assistant	33	36	\$30,852	\$38,565	\$46,278	0.8	\$30,852	\$30,540	\$312	\$30,852
Covey, Joshua T	Attorney	Deputy County Attorney III	66	69	\$69,689	\$87,112	\$104,534	0.82	\$71,432	\$95,654	\$0	\$95,654
Diaz, Cecilia	Attorney	Legal Assistant	33	36	\$30,852	\$38,565	\$46,278	0.8	\$30,852	\$29,795	\$1,057	\$30,852
Diaz, Makenzi S	Attorney	Legal Secretary I	24	28	\$25,321	\$31,652	\$37,982	0.86	\$27,221	\$25,188	\$2,033	\$27,221
Greer, Yvette L	Attorney	Legal Program Coordinator	45	48	\$41,492	\$51,865	\$62,238	0.86	\$44,604	\$41,273	\$3,331	\$44,604
Hill, Patricia L	Attorney	Legal Assistant	33	36	\$30,852	\$38,565	\$46,278	0.8	\$30,852	\$31,514	\$0	\$31,514
Hounshell, Brian	Attorney	Senior Investigator	50	60	\$55,802	\$69,753	\$83,703	1.04	\$72,543	\$63,735	\$8,808	\$72,543
Marquez Cervantes, Eva	Attorney	Legal Secretary I	24	28	\$25,321	\$31,652	\$37,982	0.8	\$25,321	\$23,858	\$1,464	\$25,321
McCarthy, Stephanie	Attorney	Chief of Staff	54	57	\$51,818	\$64,772	\$77,727	0.88	\$57,000	\$53,085	\$3,914	\$57,000
Moore, Alane M	Attorney	Deputy County Attorney I	54	57	\$51,818	\$64,772	\$77,727	0.8	\$51,818	\$61,216	\$0	\$61,216
Palmer, Stormy	Attorney	Diversion Manager	38	41	\$34,906	\$43,632	\$52,359	0.8	\$34,906	\$35,402	\$0	\$35,402
Whiting, Garrett	Attorney	Deputy County Attorney III	66	69	\$69,689	\$87,112	\$104,534	0.82	\$71,432	\$98,491	\$0	\$98,491
Young, Joseph	Attorney	Chief Deputy County Attorney	75	78	\$87,032	\$108,791	\$130,549	0.82	\$89,208	\$117,424	\$0	\$117,424
Bond, Beth	BOS Manager	Assistant Clerk of the Board	44	46	\$39,493	\$49,366	\$59,239	1.04	\$51,341	\$49,806	\$1,534	\$51,341
Mackenzie, Robert A	BOS Manager	Manager Communications	54	56	\$50,554	\$63,193	\$75,831	0.92	\$58,137	\$54,678	\$3,459	\$58,137
Morgan, Diana M	BOS Manager	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	0.84	\$37,567	\$38,509	\$0	\$38,509
Wengert, Delwin	BOS Manager	County Manager Clerk of Board	83	85	\$103,454	\$129,318	\$155,181	1.04	\$134,490	\$120,101	\$9,999	\$130,100
Castillo, Mayra	Human Resources	Human Resources Technician	32	34	\$29,365	\$36,706	\$44,048	0.8	\$29,365	\$30,521	\$0	\$30,521
Castillo, Tamara S	Human Resources	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$24,101	\$2,502	\$26,603
Joy, David G	Human Resources	Human Resources Specialist	38	40	\$34,054	\$42,568	\$51,082	0.98	\$41,717	\$47,320	\$0	\$47,320
Sandoval, Patrick	BOS District I	District Manager	57	66	\$64,713	\$80,892	\$97,070	0.88	\$71,185	\$76,932	\$0	\$76,932
Bazurto, Malena	BOS District III	Econom Development Director	56	60	\$27,901	\$34,876	\$41,852	0.8	\$27,901	\$27,277	\$624	\$27,901
Hannon, Curran	BOS District III	Administrative Coordinator	38	42	\$16,995	\$21,243	\$25,492	0.8	\$16,995	\$16,568	\$427	\$16,995
Pea, Tanya	BOS District III	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	0.8	\$35,778	\$37,082	\$0	\$37,082
Simshauser, Travis	BOS District III	District Manager	57	66	\$64,713	\$80,892	\$97,070	0.8	\$64,713	\$59,280	\$5,434	\$64,713
Booth, Mariah	Clerk of the Court	Courtroom Clerk I	21	27	\$24,704	\$30,880	\$37,056	0.82	\$25,321	\$22,727	\$2,594	\$25,321
Booth, Tanya	Clerk of the Court	Courtroom Clerk III	29	35	\$30,099	\$37,624	\$45,149	0.82	\$30,852	\$26,992	\$3,860	\$30,852
Craig, Elisa	Clerk of the Court	Courtroom Clerk III	29	35	\$30,099	\$37,624	\$45,149	0.8	\$30,099	\$27,667	\$2,432	\$30,099
Levis, Francelle	Clerk of the Court	Accounting Specialist III	28	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$29,777	\$0	\$29,777
Lindsey, Kaylin	Clerk of the Court	Customer Service Supervisor	28	34	\$29,365	\$36,706	\$44,048	0.82	\$30,099	\$26,992	\$3,107	\$30,099
Liston, Sandra S	Clerk of the Court	Courtroom Clerk I	21	27	\$24,704	\$30,880	\$37,056	0.8	\$24,704	\$21,835	\$2,869	\$24,704

NAME	DEPT NAME	POS NAME	Proposed			Current RANGE	Current Range	Time in		Time in		Apache County Increase	Final AC Salary
			MIN	MID	MAX			Position	Salary	Position	Salary		
Mattice, Deena C	Clerk of the Court	Office Manager	\$30,852	\$38,565	\$46,278	32	36	0.8	\$30,852	\$36,788	\$0	\$36,788	
Smith, Tracy	Clerk of the Court	Courtroom Clerk III	\$30,099	\$37,624	\$45,149	29	35	0.8	\$30,099	\$26,992	\$3,107	\$30,099	
Softley, Teri	Clerk of the Court	Judicial Info System Manager	\$29,365	\$36,706	\$44,048	28	34	0.92	\$33,770	\$29,492	\$4,278	\$33,770	
Waite, Delana	Clerk of the Court	Chief Deputy COC	\$43,593	\$54,491	\$65,389	50	50	1	\$54,491	\$60,911	\$0	\$60,911	
Dugdale, Ben	Information Technology Services	Director Data Processing	\$71,432	\$89,289	\$107,147	66	70	0.86	\$76,789	\$71,830	\$4,959	\$76,789	
Gardner, Samuel T	Information Technology Services	Network Administrator I	\$48,118	\$60,148	\$72,177	50	54	0.84	\$50,524	\$47,849	\$2,675	\$50,524	
Gordon, Steven	Information Technology Services	Network Administrator I	\$48,118	\$60,148	\$72,177	50	54	0.82	\$49,321	\$56,671	\$0	\$56,671	
Hogle, Joni C	Information Technology Services	Computer Data Control Spc	\$34,054	\$42,568	\$51,082	36	40	1.04	\$44,271	\$54,380	\$0	\$54,380	
Madrid, Alexander	Information Technology Services	Network Administrator III sch	\$58,627	\$73,284	\$87,941	61	62	1.04	\$76,215	\$67,765	\$8,450	\$76,215	
Madrid, Mark	Information Technology Services	Network Administrator I sch	\$48,118	\$60,148	\$72,177	50	54	0.96	\$57,742	\$50,774	\$6,967	\$57,742	
Montierth, Lehi	Information Technology Services	Network Administrator I	\$48,118	\$60,148	\$72,177	50	54	0.92	\$55,336	\$50,774	\$4,561	\$55,336	
Pulsipher, Shirley E	Information Technology Services	Network Administrator III sch	\$58,627	\$73,284	\$87,941	61	62	1.04	\$76,215	\$112,478	\$0	\$112,478	
Zhelev, Ivan D	Information Technology Services	Network Administrator I	\$48,118	\$60,148	\$72,177	50	54	0.8	\$48,118	\$43,539	\$4,579	\$48,118	
Clark, Mae	Election	Executive Assistant	\$30,852	\$38,565	\$46,278	33	36	0.82	\$31,623	\$29,795	\$1,828	\$31,623	
Romero, Angela	Election	Director Elections	\$53,113	\$66,392	\$79,670	54	58	0.94	\$62,408	\$57,095	\$5,313	\$62,408	
Anderson, Steven C	Finance	Accounting Manager	\$48,118	\$60,148	\$72,177	52	54	0.92	\$55,336	\$57,671	\$0	\$57,671	
Bast, Ellen	Finance	Administrative Coordinator	\$35,778	\$44,723	\$53,668	38	42	0.8	\$35,778	\$35,396	\$382	\$35,778	
Bryan, Megan	Finance	Accounting Specialist III	\$26,603	\$33,254	\$39,905	28	30	0.8	\$26,603	\$26,992	\$0	\$26,992	
Hoyt, Virginia	Finance	Accountant	\$44,682	\$55,853	\$67,024	49	51	0.92	\$51,385	\$50,927	\$458	\$51,385	
Patterson, Ryan	Finance	Finance Director	\$75,048	\$93,810	\$112,572	68	72	1	\$93,810	\$88,368	\$5,442	\$93,810	
Smith, Holly	Finance	Accounting Specialist III	\$26,603	\$33,254	\$39,905	28	30	0.8	\$26,603	\$26,992	\$0	\$26,992	
Vaughan, Rita P	Finance	Payroll Coordinator	\$35,778	\$44,723	\$53,668	38	42	0.94	\$42,040	\$39,544	\$2,496	\$42,040	
Burris, Todd	Ground and Maintenance	Facilities and Const Wkr I	\$24,101	\$30,127	\$36,152	20	26	0.82	\$24,704	\$22,173	\$2,531	\$24,704	
Fish, Lana	Ground and Maintenance	Custodian	\$5,735	\$7,169	\$8,602	10	24	1.04	\$7,455	\$5,907	\$1,548	\$7,455	
Fish, Phillip	Ground and Maintenance	Custodian	\$5,735	\$7,169	\$8,602	10	24	1.04	\$7,455	\$5,907	\$1,548	\$7,455	
Heap, Clint	Ground and Maintenance	Supervisor Fac & Con	\$43,593	\$54,491	\$65,389	42	50	0.9	\$49,042	\$46,051	\$2,990	\$49,042	
Joy, Michelle M	Ground and Maintenance	Custodian	\$22,940	\$28,675	\$34,410	10	24	1.04	\$29,822	\$22,173	\$7,649	\$29,822	
Rogers, Kent	Ground and Maintenance	Facilities and Const Wkr III	\$32,414	\$40,517	\$48,620	34	38	0.98	\$39,707	\$47,052	\$0	\$47,052	
Sherrill, Lanny	Ground and Maintenance	Facilities and Const Wkr III	\$32,414	\$40,517	\$48,620	34	38	1.02	\$41,327	\$38,379	\$2,949	\$41,327	
Stradling, Reed	Ground and Maintenance	Director Facilities and Const	\$53,113	\$66,392	\$79,670	50	58	0.94	\$62,408	\$56,241	\$6,167	\$62,408	
Wallace, Dodee	Ground and Maintenance	Executive Assistant	\$30,852	\$38,565	\$46,278	33	36	0.96	\$37,022	\$33,348	\$3,674	\$37,022	
Brown, Ashlee M	JP Chinle	Justice Court Clerk III	\$24,101	\$30,127	\$36,152	21	26	0.8	\$24,101	\$22,708	\$1,393	\$24,101	
Holtsoi, Teresa	JP Chinle	Chief Justice Court Clerk	\$26,603	\$33,254	\$39,905	27	30	0.8	\$26,603	\$25,692	\$911	\$26,603	
Ashley, Eileen T	JP Puerco	Justice Court Clerk I	\$22,940	\$28,675	\$34,410	15	24	0.82	\$23,513	\$22,173	\$1,341	\$23,513	
Attakai, Lucinda L	JP Puerco	Justice Court Clerk III	\$24,101	\$30,127	\$36,152	21	26	0.92	\$27,716	\$29,068	\$0	\$29,068	
Benally, Carolyn	JP Puerco	Chief Justice Court Clerk	\$26,603	\$33,254	\$39,905	27	30	0.92	\$30,594	\$35,961	\$0	\$35,961	
Lee, Chyrelle	JP Puerco	Justice Court Clerk III	\$24,101	\$30,127	\$36,152	21	26	0.82	\$24,704	\$22,173	\$2,531	\$24,704	
Burris, Julie L	JP St Johns	Justice Court Clerk III	\$24,101	\$30,127	\$36,152	21	26	0.82	\$24,704	\$22,708	\$1,996	\$24,704	
Lee, Heather	JP St Johns	Chief Justice Court Clerk	\$26,603	\$33,254	\$39,905	27	30	0.82	\$27,268	\$26,052	\$1,217	\$27,268	

NAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range	MIN	MID	MAX	Time in Position	Time in Position Salary	Current Salary	Apache County Increase	Final AC Salary
Lunsford, Jewely	JP St Johns	Justice Court Clerk III	21	26	\$24,101	\$30,127	\$36,152	0.88	\$26,511	\$24,979	\$1,533	\$26,511
Busby, Terry	JP Round Valley	Justice Court Clerk III	21	26	\$24,101	\$30,127	\$36,152	0.8	\$24,101	\$24,933	\$0	\$24,933
Carter, Dawn	JP Round Valley	Chief Justice Court Clerk	27	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$28,261	\$0	\$28,261
Fullen, Brandy M	JP Round Valley	Justice Court Clerk III	21	26	\$24,101	\$30,127	\$36,152	0.8	\$24,101	\$22,727	\$1,374	\$24,101
Llamas, Shawna	JP Round Valley	Justice Court Clerk III	21	26	\$24,101	\$30,127	\$36,152	0.82	\$24,704	\$22,708	\$1,996	\$24,704
Brown, Devin	Community Development	Director Planning and Zoning	64	68	\$67,990	\$84,987	\$101,984	0.8	\$67,990	\$67,600	\$390	\$67,990
Green, Gregory	Community Development	Building Official	44	50	\$43,593	\$54,491	\$65,389	0.8	\$43,593	\$43,003	\$590	\$43,593
Hall, Zenica	Community Development	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$25,692	\$912	\$26,603
Pearce, Shanna	Community Development	Executive Assistant	33	36	\$30,852	\$38,565	\$46,278	0.82	\$31,623	\$29,795	\$1,828	\$31,623
Prentice, Linda P	Community Development	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	0.88	\$39,356	\$39,239	\$118	\$39,356
Waterman, David A	Community Development	Building Inspector III	34	40	\$34,054	\$42,568	\$51,082	0.8	\$34,054	\$34,091	\$0	\$34,091
Arviso, Oliver	Recorder	Voter Outreach Project Coord	35	36	\$30,852	\$38,565	\$46,278	0.88	\$33,937	\$34,320	\$0	\$34,320
Benally, Julia	Recorder	Election Outreach Coordinator	29	29	\$25,954	\$32,443	\$38,932	0.86	\$27,901	\$33,932	\$0	\$33,932
Coplan, Betty	Recorder	Clerk	12	24	\$10,896	\$13,621	\$16,345	0.84	\$11,441	\$10,532	\$909	\$11,441
Griego, Sonia A	Recorder	Administrative Assistant III	30	34	\$29,365	\$36,706	\$44,048	0.8	\$29,365	\$28,359	\$1,006	\$29,365
Honea, Geneva L	Recorder	Projects Coordinator	35	39	\$33,224	\$41,530	\$49,836	0.92	\$38,207	\$34,202	\$4,005	\$38,207
Romero, Jason	Recorder	Administrative Assistant III	30	34	\$29,365	\$36,706	\$44,048	0.8	\$29,365	\$28,359	\$1,006	\$29,365
Udall, Sherwood B	Recorder	Chief Deputy Recorder	50	50	\$43,593	\$54,491	\$65,389	0.8	\$43,593	\$60,911	\$0	\$60,911
Blair, Richard	Superior Court	CASA PROGRAM MGR	45	47	\$20,240	\$25,300	\$30,360	0.84	\$21,252	\$20,540	\$712	\$21,252
Catlin, Hailey	Superior Court	Auto and Field Train Dir	40	42	\$35,778	\$44,723	\$53,668	0.82	\$36,673	\$38,958	\$0	\$38,958
Czarnyszka, Sueanne	Superior Court	Court Administrator	53	55	\$49,321	\$61,651	\$73,982	0.84	\$51,787	\$61,175	\$0	\$61,175
Czarnyszka, Troy	Superior Court	Chief Security Officer	34	36	\$30,852	\$38,565	\$46,278	0.84	\$32,394	\$39,886	\$0	\$39,886
Mattice, Randy	Superior Court	Security Officer	25	27	\$24,704	\$30,880	\$37,056	0.8	\$24,704	\$25,065	\$0	\$25,065
Meeks, Melissa	Superior Court	Judicial Assistant	34	36	\$15,426	\$19,282	\$23,139	0.8	\$15,426	\$15,652	\$0	\$15,652
Sells, Robert	Superior Court	Security Officer	25	27	\$24,704	\$30,880	\$37,056	0.8	\$24,704	\$25,065	\$0	\$25,065
Shreeve, Danielle	Superior Court	Judicial Administrative Asst	40	42	\$35,778	\$44,723	\$53,668	0.82	\$36,673	\$35,416	\$1,257	\$36,673
Baca, Derica L	Treasurer	Client Service Rep II	24	26	\$24,101	\$30,127	\$36,152	0.8	\$24,101	\$24,454	\$0	\$24,454
Castillo, Analese	Treasurer	Accounting Specialist III	28	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$29,777	\$0	\$29,777
Davis, Candice	Treasurer	Senior Accountant	52	54	\$48,118	\$60,148	\$72,177	0.8	\$48,118	\$48,298	\$0	\$48,298
Romero, David	Treasurer	Chief Deputy Treasurer	50	50	\$43,593	\$54,491	\$65,389	0.86	\$46,862	\$60,911	\$0	\$60,911
Yarosh, Dawn	Treasurer	Pers Prop/Back Tax Asst III	28	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$26,334	\$269	\$26,603
Aguilar, Judith M	Jail	Detention Officer I	30	31	\$27,268	\$34,085	\$40,903	0.8	\$27,268	\$27,664	\$0	\$27,664
Baker, Ronald	Jail	Detention Officer I	30	31	\$27,268	\$34,085	\$40,903	0.84	\$28,632	\$28,350	\$281	\$28,632
Blansett, Sandra L	Jail	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	0.86	\$38,462	\$36,458	\$2,004	\$38,462
Brewer, Sabrina	Jail	Tower Control Operator I	22	24	\$22,940	\$28,675	\$34,410	0.8	\$22,940	\$23,276	\$0	\$23,276
Bunton, Kelly	Jail	Detention Nurse	56	60	\$55,802	\$69,753	\$83,703	0.82	\$57,197	\$53,891	\$3,307	\$57,197
Cirivello, Michael V	Jail	Detention Commander	58	60	\$55,802	\$69,753	\$83,703	0.88	\$61,382	\$63,232	\$0	\$63,232
Clark, Dominique	Jail	Detention Officer I	30	31	\$27,268	\$34,085	\$40,903	0.8	\$27,268	\$26,603	\$665	\$27,268
Croft, Wanda	Jail	Tower Control Operator I	22	24	\$22,940	\$28,675	\$34,410	0.88	\$25,234	\$24,933	\$301	\$25,234
Erickson, Dakota R	Jail	Detention Officer I	30	31	\$27,268	\$34,085	\$40,903	0.8	\$27,268	\$26,603	\$665	\$27,268

NAME	DEPT NAME	POS NAME	Proposed			Current RANGE	Current Range	Time in			Apache		Final AC
			MIN	MID	MAX			Position	Salary	County Increase	Salary		
Faulkner, Emery	Jail	Detention Officer I	\$27,268	\$34,085	\$40,903	30	31	0.8	\$27,268	\$27,664	\$0	\$27,664	
Garcia, Ruben	Jail	Detention Sergeant	\$36,673	\$45,841	\$55,009	39	43	1	\$45,841	\$40,371	\$5,470	\$45,841	
Harris, Rebekah P	Jail	Tower Control Operator I	\$22,940	\$28,675	\$34,410	22	24	0.8	\$22,940	\$21,835	\$1,105	\$22,940	
Hayes, Claire	Jail	Detention Officer I	\$27,268	\$34,085	\$40,903	30	31	0.82	\$27,950	\$28,350	\$0	\$28,350	
Heap, Travis	Jail	Nurse Practitioner	\$40,372	\$50,465	\$60,559	80	84	0.94	\$50,465	\$45,719	\$4,747	\$50,465	
Hoyt, Charles	Jail	Facilities and Const Wkr I	\$24,101	\$30,127	\$36,152	20	26	0.8	\$24,101	\$20,800	\$3,301	\$24,101	
Johnson, Cassandra M	Jail	Detention Officer I	\$27,268	\$34,085	\$40,903	30	31	0.8	\$27,268	\$28,350	\$0	\$28,350	
Kidwell, Colten	Jail	Detention Officer I	\$27,268	\$34,085	\$40,903	30	31	0.8	\$27,268	\$27,664	\$0	\$27,664	
McCarthy, Christopher	Jail	Detention Sergeant	\$36,673	\$45,841	\$55,009	39	43	0.86	\$39,423	\$35,590	\$3,834	\$39,423	
Pena, Natasha	Jail	Detention Officer I	\$27,268	\$34,085	\$40,903	30	31	0.8	\$27,268	\$27,664	\$0	\$27,664	
Powers, Ashten B	Jail	Detention Officer II	\$28,649	\$35,811	\$42,973	32	33	0.8	\$28,649	\$31,896	\$0	\$31,896	
Price, Christopher	Jail	Facilities and Const Wkr III	\$32,414	\$40,517	\$48,620	34	38	0.8	\$32,414	\$29,365	\$3,049	\$32,414	
Reynolds, Walter D	Jail	Detention Corporal	\$33,224	\$41,530	\$49,836	36	39	1.02	\$42,360	\$35,935	\$6,425	\$42,360	
Rhodes, Raymond	Jail	Detention Corporal	\$33,224	\$41,530	\$49,836	36	39	0.82	\$34,054	\$32,086	\$1,968	\$34,054	
Ross, Ryan	Jail	Detention Officer I	\$27,268	\$34,085	\$40,903	30	31	0.82	\$27,950	\$28,350	\$0	\$28,350	
Rothlisberger, Lori	Jail	Detention Nurse	\$55,802	\$69,753	\$83,703	56	60	0.8	\$55,802	\$53,880	\$1,922	\$55,802	
Shreeve, John C	Jail	Detention Officer II	\$28,649	\$35,811	\$42,973	32	33	0.8	\$28,649	\$30,670	\$0	\$30,670	
Shumway, Tracy	Jail	Director of Nursing	\$55,802	\$69,753	\$83,703	58	60	0.86	\$59,987	\$57,751	\$2,237	\$59,987	
Stradling, Cheryl	Jail	Administrative Coordinator	\$35,778	\$44,723	\$53,668	38	42	1.04	\$46,512	\$44,257	\$2,255	\$46,512	
Talasek, Robert	Jail	Detention Corporal	\$33,224	\$41,530	\$49,836	36	39	0.8	\$33,224	\$32,888	\$336	\$33,224	
Thomas, Jerel	Jail	Detention Corporal	\$33,224	\$41,530	\$49,836	36	39	0.86	\$35,716	\$33,348	\$2,367	\$35,716	
Wallace, Matthew J SR	Jail	Tower Control Operator I	\$22,940	\$28,675	\$34,410	22	24	0.8	\$22,940	\$22,708	\$232	\$22,940	
Warner, Joshua C	Jail	Tower Control Operator I	\$22,940	\$28,675	\$34,410	22	24	0.82	\$23,513	\$28,350	\$0	\$28,350	
Wiltbank, William	Jail	Detention Corporal	\$33,224	\$41,530	\$49,836	36	39	0.84	\$34,885	\$32,086	\$2,799	\$34,885	
Baldwin, Yolanda	Adult Probation	Administrative Assistant II	\$26,603	\$33,254	\$39,905	26	30	0.82	\$27,268	\$25,065	\$2,203	\$27,268	
Bingham, Alan	Adult Probation	Adult Prob Off II AIPS	\$36,673	\$45,841	\$55,009	42	43	0.8	\$36,673	\$37,209	\$0	\$37,209	
Burton, Christopher	Adult Probation	Adult Probation Officer I	\$34,054	\$42,568	\$51,082	39	40	0.8	\$34,054	\$33,224	\$830	\$34,054	
Cole, Kimberly	Adult Probation	Adult Prob Off II AIPS	\$36,673	\$45,841	\$55,009	42	43	0.8	\$36,673	\$36,281	\$392	\$36,673	
Hancock, Paul	Adult Probation	Director Probation Services	\$71,432	\$89,289	\$107,147	66	70	0.84	\$75,003	\$75,882	\$0	\$75,882	
Lewis, Frances O	Adult Probation	Administrative Assistant II	\$26,603	\$33,254	\$39,905	26	30	0.8	\$26,603	\$24,101	\$2,502	\$26,603	
Livingston, Ceejaye	Adult Probation	Adult Probation Officer I	\$34,054	\$42,568	\$51,082	39	40	0.8	\$34,054	\$33,224	\$830	\$34,054	
Nakai, Niles L	Adult Probation	Custodian	\$5,735	\$7,169	\$8,602	10	24	1.04	\$7,455	\$5,543	\$1,912	\$7,455	
Orona, Barbara A	Adult Probation	Field Supervisor Adult Prob	\$38,530	\$48,162	\$57,794	45	45	0.84	\$40,456	\$42,897	\$0	\$42,897	
Orona, Matthew	Adult Probation	Community Restitution Coord	\$24,101	\$30,127	\$36,152	25	26	0.8	\$24,101	\$24,689	\$0	\$24,689	
Orona, Mike	Adult Probation	Technical Services Coord	\$25,954	\$32,443	\$38,932	28	29	0.88	\$28,550	\$40,237	\$0	\$40,237	
Quinn, Nancy	Adult Probation	Administrative Specialist	\$26,603	\$33,254	\$39,905	26	30	0.82	\$27,268	\$26,318	\$950	\$27,268	
Rojas, Jose	Adult Probation	Adult Surveillance Officer I	\$26,603	\$33,254	\$39,905	29	30	0.82	\$27,268	\$27,667	\$0	\$27,667	
Rushing, Brittney	Adult Probation	Adult Probation Officer II	\$36,673	\$45,841	\$55,009	42	43	0.88	\$40,340	\$39,858	\$482	\$40,340	
Slade, Edward S	Adult Probation	Assistant Director Adult Prob	\$51,818	\$64,772	\$77,727	53	57	0.86	\$55,704	\$50,286	\$5,418	\$55,704	
Stover, Dennis J	Adult Probation	Adult Surveillance Officer I	\$26,603	\$33,254	\$39,905	29	30	0.8	\$26,603	\$25,954	\$649	\$26,603	
Yarosh, Scott	Adult Probation	Adult Surveillance Officer II	\$29,365	\$36,706	\$44,048	33	34	0.8	\$29,365	\$28,649	\$716	\$29,365	
Yazzie, Leilani	Adult Probation	Adult Probation Officer III	\$38,530	\$48,162	\$57,794	44	45	0.86	\$41,419	\$42,898	\$0	\$42,898	
Chavez, Victor	Juvenile Probation	Detention Corporal	\$33,224	\$41,530	\$49,836	36	39	0.8	\$33,224	\$30,852	\$2,372	\$33,224	
Earl, Helene	Juvenile Probation	Administrative Assistant III	\$29,365	\$36,706	\$44,048	30	34	0.82	\$30,099	\$28,599	\$1,500	\$30,099	

NAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range	Time in			Current Salary	Apache County Increase	Final AC Salary
					Position	Position	Position			
					MIN	MID	MAX			
George, Valerie B	Juvenile Probation	Juvenile Probation Officer II	42	43	\$36,673	\$45,841	\$55,009	\$38,507	\$203	\$38,507
Guinn, Ada	Juvenile Probation	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	\$41,145	\$1,697	\$41,145
Gurnee, Misty	Juvenile Probation	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	\$27,268	\$1,577	\$27,268
Maestas, Andrew L	Juvenile Probation	Juv Probation Officer III	44	45	\$38,530	\$48,162	\$57,794	\$41,419	\$0	\$43,944
Nicholson, Julie	Juvenile Probation	Treatment Counselor	56	57	\$51,818	\$64,772	\$77,727	\$63,477	\$4,000	\$63,477
Orona, Monica	Juvenile Probation	Juvenile Prob Officer II JIPS	42	43	\$36,673	\$45,841	\$55,009	\$36,673	\$0	\$39,858
Tenney, Pam E	Juvenile Probation	Juvenile Predispo Interviwer	29	30	\$13,302	\$16,627	\$19,952	\$14,299	\$9	\$14,299
Bevington, Shane	Sheriff	Sergeant	49	51	\$44,682	\$55,853	\$67,024	\$46,917	\$1,359	\$46,917
Bodie, Shane	Sheriff	Sergeant	49	51	\$44,682	\$55,853	\$67,024	\$58,087	\$5,972	\$58,087
Brown, Bauer	Sheriff	Deputy Sheriff II	42	44	\$37,590	\$46,987	\$56,385	\$37,590	\$0	\$38,303
Brown, Braxton L	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$34,906	\$0	\$35,417
Brown, Daniel	Sheriff	Deputy Sheriff Civil Process	44	46	\$39,493	\$49,366	\$59,239	\$39,493	\$0	\$42,245
Chavez, Lillian C	Sheriff	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	\$46,512	\$5,394	\$46,512
Clark, Albert	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$41,014	\$0	\$46,567
Dematteo, John	Sheriff	Sergeant	49	51	\$44,682	\$55,853	\$67,024	\$45,799	\$1,569	\$46,567
Dodge, Douglas	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$34,906	\$0	\$37,188
Eagar, Brannon	Sheriff	Chief Deputy Sheriff	65	69	\$69,689	\$87,112	\$104,534	\$85,369	\$2,915	\$85,369
Ellington, Dyllin	Sheriff	Deputy Sheriff II	42	44	\$37,590	\$46,987	\$56,385	\$37,590	\$381	\$37,590
Estrada, Jesus JR	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$37,524	\$1,045	\$37,524
Francisco, Dave	Sheriff	Deputy Sheriff II	42	44	\$37,590	\$46,987	\$56,385	\$46,047	\$4,784	\$46,047
Hadley, Dean	Sheriff	Deputy Sheriff III	44	46	\$39,493	\$49,366	\$59,239	\$40,480	\$409	\$40,480
Herrera, Roscoe	Sheriff	Commander	58	60	\$55,802	\$69,753	\$83,703	\$68,358	\$4,539	\$68,358
Kirk, Tommy R	Sheriff	Deputy Sheriff III	44	46	\$39,493	\$49,366	\$59,239	\$43,442	\$1,566	\$43,442
McCall, James	Sheriff	Deputy Sheriff III	44	46	\$39,493	\$49,366	\$59,239	\$43,442	\$1,566	\$43,442
Merrill, Dayson	Sheriff	Sergeant	49	51	\$44,682	\$55,853	\$67,024	\$46,917	\$1,359	\$46,917
Notah, Anthony	Sheriff	Sergeant	49	51	\$44,682	\$55,853	\$67,024	\$50,268	\$2,888	\$50,268
Padilla, David J	Sheriff	Deputy Sheriff III	44	46	\$39,493	\$49,366	\$59,239	\$47,391	\$2,171	\$47,391
Parks, Beverly J	Sheriff	Emergency Management Spec	36	40	\$34,054	\$42,568	\$51,082	\$39,163	\$3,228	\$39,163
Prieto, Leonardo	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$36,651	\$1,234	\$36,651
Puzzi, Stephenie	Sheriff	ACCENT Coordinator	26	26	\$24,101	\$30,127	\$36,152	\$26,511	\$0	\$30,986
Romero, Franchesca	Sheriff	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	\$31,924	\$1,848	\$31,924
Rupp, Alexandra	Sheriff	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	\$31,924	\$3,853	\$31,924
Scruggs, John S	Sheriff	Commander	58	60	\$55,802	\$69,753	\$83,703	\$58,592	\$0	\$60,800
Sloan, Dale M	Sheriff	Deputy Sheriff III	44	46	\$39,493	\$49,366	\$59,239	\$39,493	\$0	\$39,835
Soderquist, Jeffery	Sheriff	Sergeant	49	51	\$44,682	\$55,853	\$67,024	\$51,385	\$3,531	\$51,385
Spivey, Robert	Sheriff	Commander	58	60	\$55,802	\$69,753	\$83,703	\$62,777	\$0	\$63,232
Trickey, Travis	Sheriff	Deputy Sheriff II	42	44	\$37,590	\$46,987	\$56,385	\$37,590	\$0	\$38,303
Walker, Justin W	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$34,906	\$1,682	\$34,906
Walker, Verlyn	Sheriff	Medico Legal Death Invest.	43	44	\$37,590	\$46,987	\$56,385	\$40,409	\$1,118	\$40,409
Weller, Justin	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$34,906	\$0	\$36,281
Wood, James	Sheriff	Deputy Sheriff III	44	46	\$39,493	\$49,366	\$59,239	\$41,467	\$1,396	\$41,467
Wood, Samuel	Sheriff	Deputy Sheriff I	39	41	\$34,906	\$43,632	\$52,359	\$36,651	\$1,234	\$36,651
Baloo, Eric	Dispatch	Lead Dispatcher Matron	36	38	\$32,414	\$40,517	\$48,620	\$34,034	\$1,499	\$34,034
Drye, Roxanne M	Dispatch	Dispatcher Matron	30	32	\$27,950	\$34,938	\$41,925	\$27,950	\$1,347	\$27,950

IAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range	Time in			Current Salary	Apache County Increase	Final AC Salary
					Position	Position	Position			
					MIN	MID	MAX			
ones, Michael	Dispatch	Dispatch Supervisor	47	48	\$41,492	\$51,865	\$62,238	\$41,492	\$0	\$42,099
Andar, Melissa E	Dispatch	Dispatcher Matron	30	32	\$27,950	\$34,938	\$41,925	\$27,950	\$1,347	\$29,300
rice, Amber	Dispatch	Lead Dispatcher Matron	36	38	\$32,414	\$40,517	\$48,620	\$35,655	\$597	\$36,252
andenberg, Rachael	Dispatch	Lead Dispatcher Matron	36	38	\$32,414	\$40,517	\$48,620	\$32,414	\$327	\$32,741
ezina, Melissa	Dispatch	Dispatcher Matron	30	32	\$27,950	\$34,938	\$41,925	\$29,348	\$989	\$30,337
Weidlich, Devyn R	Dispatch	Dispatcher Matron	30	32	\$27,950	\$34,938	\$41,925	\$27,950	\$1,347	\$29,300
Aranda Marin, Ruben	Roads Engineer	Civil Engineering Aide III	34	38	\$32,414	\$40,517	\$48,620	\$32,414	\$1,874	\$34,288
And, Delos E	Roads Engineer	Civil Engineering Aide III	34	38	\$32,414	\$40,517	\$48,620	\$41,327	\$0	\$41,327
Arnsby, John F	Roads Engineer	County Engineer	72	76	\$82,839	\$103,548	\$124,258	\$107,690	\$9,999	\$117,689
Davis, Tammy L	Roads Engineer	GIS Program Technician	34	37	\$31,623	\$39,529	\$47,434	\$34,785	\$0	\$34,785
tauser, Dale L	Roads Engineer	Civil Engineering Aide III	34	38	\$32,414	\$40,517	\$48,620	\$42,138	\$0	\$42,138
errick, Tamera S	Roads Engineer	Executive Assistant	33	36	\$30,852	\$38,565	\$46,278	\$39,336	\$2,092	\$41,428
Morales, Ramon Z	Roads Engineer	Civil Engineering Aide II	29	33	\$28,649	\$35,811	\$42,973	\$35,811	\$3,267	\$39,078
Rogers, Stephen	Roads Engineer	GIS Program Technician	34	37	\$31,623	\$39,529	\$47,434	\$41,110	\$0	\$41,110
wietanski, David	Roads Engineer	Roads Manager	59	62	\$58,627	\$73,284	\$87,941	\$63,024	\$3,827	\$66,851
Billy, Bertrum	Roads Puerto	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$37,793	\$981	\$38,774
Brown, Justin	Roads Puerto	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$31,623	\$1,083	\$32,706
Silchrist, Donna J	Roads Puerto	Administrative Assistant III	30	34	\$29,365	\$36,706	\$44,048	\$38,175	\$4,536	\$42,711
ander, Clifford	Roads Puerto	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,268	\$1,577	\$28,845
Leo, Freddie	Roads Puerto	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$34,708	\$1,994	\$36,702
Lynch, Rafael	Roads Puerto	Public Works Foreman II	40	44	\$37,590	\$46,987	\$56,385	\$47,927	\$3,018	\$50,945
Stump, Billy	Roads Puerto	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$26,603	\$1,900	\$28,503
Tom, Wilbert	Roads Puerto	Equipment Mechanic II	29	36	\$30,852	\$38,565	\$46,278	\$39,336	\$5,595	\$44,931
Watchman, Artremos	Roads Puerto	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,268	\$1,577	\$28,845
Bunnell, William	Roads Round Valley	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$26,603	\$912	\$27,515
Calloway, Kenneth	Roads Round Valley	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$31,623	\$1,083	\$32,706
Geisler, Ethan	Roads Round Valley	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,268	\$1,577	\$28,845
Koch, Susan	Roads Round Valley	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	\$32,589	\$3,580	\$36,169
Lund, Dwight E	Roads Round Valley	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$36,251	\$1,214	\$37,465
Petersen, Clarence	Roads Round Valley	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,268	\$1,577	\$28,845
Simpson, Vanley	Roads Round Valley	Equipment Mechanic II	29	36	\$30,852	\$38,565	\$46,278	\$37,022	\$0	\$37,022
Slade, Brent	Roads Round Valley	Public Works Foreman II	40	44	\$37,590	\$46,987	\$56,385	\$40,879	\$2,806	\$43,685
Strand, Ryan	Roads Round Valley	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$31,623	\$1,083	\$32,706
Waite, Cody	Roads Round Valley	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$26,603	\$2,502	\$29,105
Walker, Onnie D	Roads Round Valley	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$26,603	\$1,900	\$28,503
Walker, Stephen	Roads Round Valley	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,933	\$2,242	\$30,175
Baca Chavez, Monica M	Roads St Johns	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	\$31,924	\$592	\$32,516
Baca, Christopher	Roads St Johns	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$31,623	\$320	\$31,943
Castillo, Jesus	Roads St Johns	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,933	\$2,116	\$30,049
Harding, Roy	Roads St Johns	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$31,623	\$1,083	\$32,706
Harris, John R	Roads St Johns	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	\$40,107	\$0	\$40,107
Hulsev, Willard	Roads St Johns	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	\$27,268	\$0	\$27,268

NAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range	MIN	MID	MAX	Time In Position	Time In Salary	Current Salary	Apache County Increase	Final AC Salary
King, Walter S	Roads St Johns	Public Works Foreman II	40	44	\$37,590	\$46,987	\$56,385	0.92	\$43,228	\$54,600	\$0	\$54,600
McWilliams, Louis	Roads St Johns	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$25,692	\$912	\$26,603
Pater, Darrell	Roads St Johns	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.82	\$27,268	\$25,692	\$1,577	\$27,268
Schuey, Bruce	Roads St Johns	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.82	\$27,268	\$25,692	\$1,577	\$27,268
Thomas, Jesse J	Roads St Johns	Crusher Operator III	34	37	\$31,623	\$39,529	\$47,434	0.8	\$31,623	\$29,365	\$2,258	\$31,623
Vallejos, Asiano	Roads St Johns	Crusher Operator II	26	29	\$25,954	\$32,443	\$38,932	0.82	\$26,603	\$25,692	\$912	\$26,603
Waite, Jason	Roads St Johns	Quarry Supervisor	36	44	\$37,590	\$46,987	\$56,385	0.82	\$38,530	\$34,195	\$4,334	\$38,530
Arviso, Gilbert C	Roads Ganado	Senior Planner	44	48	\$41,492	\$51,865	\$62,238	0.8	\$41,492	\$42,288	\$0	\$42,288
Begay, Arthur	Roads Ganado	Facilities and Const Wkr II	27	32	\$27,950	\$34,938	\$41,925	0.82	\$28,649	\$31,019	\$0	\$31,019
Begay, Bernice Y	Roads Ganado	Community Resource Liaison	46	46	\$39,493	\$49,366	\$59,239	0.8	\$39,493	\$44,429	\$0	\$44,429
Begay, Virdelle	Roads Ganado	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$24,101	\$2,502	\$26,603
Berry, Justin	Roads Ganado	Road Maintenance Wkr I	18	24	\$22,940	\$28,675	\$34,410	0.84	\$24,087	\$22,173	\$1,914	\$24,087
Bia, Logan S	Roads Ganado	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.82	\$27,268	\$25,692	\$1,577	\$27,268
Bia, Tyler	Roads Ganado	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$28,261	\$0	\$28,261
Burbank, Lorenzo	Roads Ganado	Public Works Foreman II	40	44	\$37,590	\$46,987	\$56,385	0.88	\$41,349	\$41,706	\$0	\$41,706
Cleveland, Hardy	Roads Ganado	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	0.82	\$31,623	\$30,540	\$1,083	\$31,623
Curtis, Heather	Roads Ganado	Administrative Assistant II	26	30	\$26,603	\$33,254	\$39,905	0.84	\$27,933	\$25,692	\$2,242	\$27,933
Elwood, Julius R	Roads Ganado	Community Resource Liaison	46	46	\$39,493	\$49,366	\$59,239	0.8	\$39,493	\$44,429	\$0	\$44,429
Francis, Myrtis	Roads Ganado	Public Works Foreman I	36	40	\$34,054	\$42,568	\$51,082	0.88	\$37,460	\$35,037	\$2,423	\$37,460
Freeland, Gabriel A	Roads Ganado	District Manager	57	66	\$64,713	\$80,892	\$97,070	0.8	\$64,713	\$60,761	\$3,953	\$64,713
Martinez, Patrick J	Roads Ganado	Field Operations Manager	46	50	\$43,593	\$54,491	\$65,389	0.8	\$43,593	\$46,309	\$0	\$46,309
Moore, Lailauni	Roads Ganado	Executive Assistant	33	36	\$30,852	\$38,565	\$46,278	0.8	\$30,852	\$29,795	\$1,057	\$30,852
Nez, Emerik	Roads Ganado	Equipment Mechanic II	29	36	\$30,852	\$38,565	\$46,278	0.8	\$30,852	\$25,954	\$4,898	\$30,852
Nez, Flora A	Roads Ganado	Operations Manager	42	44	\$37,590	\$46,987	\$56,385	0.8	\$37,590	\$41,953	\$0	\$41,953
Puente, George JR	Roads Ganado	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.82	\$27,268	\$25,692	\$1,577	\$27,268
Smith, Wilbur	Roads Ganado	Public Works Foreman II	40	44	\$37,590	\$46,987	\$56,385	0.84	\$39,469	\$38,536	\$933	\$39,469
Thomas, Warren	Roads Ganado	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	0.84	\$32,394	\$32,620	\$0	\$32,620
Tso, Kendra A	Roads Ganado	Executive Assistant	33	36	\$30,852	\$38,565	\$46,278	0.82	\$31,623	\$30,540	\$1,083	\$31,623
Tsosie, Craig	Roads Ganado	Equipment Mechanic III	31	38	\$32,414	\$40,517	\$48,620	0.8	\$32,414	\$29,050	\$3,363	\$32,414
Tsosie, Nicholas N	Roads Ganado	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	0.8	\$30,852	\$30,540	\$312	\$30,852
Tsosie, Raymond	Roads Ganado	Facilities and Const Wkr III	34	38	\$32,414	\$40,517	\$48,620	0.82	\$33,224	\$31,304	\$1,920	\$33,224
Wauneka, Christine	Roads Ganado	Administrative Assistant III	30	34	\$29,365	\$36,706	\$44,048	0.82	\$30,099	\$34,879	\$0	\$34,879
Willie, Clayton	Roads Ganado	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	0.82	\$31,623	\$30,540	\$1,083	\$31,623
Yazzie, Lester	Roads Ganado	Equipment Mechanic III	31	38	\$32,414	\$40,517	\$48,620	0.96	\$38,896	\$40,656	\$0	\$40,656
Allen, Art	Roads Chinle	Equipment Mechanic I	27	34	\$29,365	\$36,706	\$44,048	0.82	\$30,099	\$26,334	\$3,765	\$30,099
Begay, Cody	Roads Chinle	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	0.84	\$32,394	\$30,540	\$1,855	\$32,394
Begay, Derrick	Roads Chinle	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.8	\$26,603	\$24,101	\$2,502	\$26,603
Begay, Teddy	Roads Chinle	Facilities and Const Wkr II	27	32	\$27,950	\$34,938	\$41,925	1.04	\$36,335	\$34,402	\$1,933	\$36,335
Bia, Johnnie SR	Roads Chinle	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	1.04	\$34,584	\$40,076	\$0	\$40,076
Bia, Randy	Roads Chinle	Road Maintenance Wkr II	26	30	\$26,603	\$33,254	\$39,905	0.88	\$29,264	\$25,817	\$3,447	\$29,264
Bowman, Gloria	Roads Chinle	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	1.04	\$46,512	\$43,060	\$3,452	\$46,512
Clark, Lena	Roads Chinle	Administrative Coordinator	38	42	\$35,778	\$44,723	\$53,668	1.04	\$46,512	\$42,472	\$4,040	\$46,512
Curley, David JR	Roads Chinle	Road Maintenance Wkr III	34	36	\$30,852	\$38,565	\$46,278	0.82	\$31,623	\$36,355	\$0	\$36,355
Gould, Russell	Roads Chinle	Public Works Foreman I	36	40	\$34,054	\$42,568	\$51,082	0.82	\$34,906	\$32,888	\$2,018	\$34,906

NAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range				Time in Position	Current Salary	Apache County Increase	Final AC Salary
				MIN	MID	MAX	RANGE				
Jumbo, Alvin	Roads Chinle	Road Maintenance Wkr II	26	\$26,603	\$33,254	\$39,905	30	\$27,933	\$2,242	\$27,933	
Jumbo, Jerrison D	Roads Chinle	Public Works Foreman II	40	\$37,590	\$46,987	\$56,385	44	\$48,867	\$62	\$48,867	
Lewis, Jonathan	Roads Chinle	Road Maintenance Wkr II	26	\$26,603	\$33,254	\$39,905	30	\$26,603	\$1,900	\$26,603	
Lincoln, Travis V	Roads Chinle	Road Maintenance Wkr III	34	\$30,852	\$38,565	\$46,278	36	\$40,107	\$0	\$42,750	
Mutte, Lucinda	Roads Chinle	Secretary	20	\$22,940	\$28,675	\$34,410	24	\$27,528	\$3,322	\$27,528	
Thompson, Michael	Roads Chinle	Facilities and Const Wkr II	27	\$27,950	\$34,938	\$41,925	32	\$34,239	\$0	\$41,665	
Totsoni, Raymond	Roads Chinle	Custodian Groundsworker	18	\$22,940	\$28,675	\$34,410	24	\$24,087	\$1,914	\$24,087	
Tso, Thomas	Roads Chinle	Road Maintenance Wkr II	26	\$26,603	\$33,254	\$39,905	30	\$29,264	\$2,801	\$29,264	
Tsosie, Bryan H	Roads Chinle	Shop Foreman	33	\$32,414	\$40,517	\$48,620	38	\$38,896	\$0	\$40,683	
Warner, Elta	Roads Chinle	Operations Manager	42	\$37,590	\$46,987	\$56,385	44	\$48,867	\$0	\$52,126	
Watson, Ted	Roads Chinle	Equipment Mechanic III	31	\$32,414	\$40,517	\$48,620	38	\$36,465	\$3,383	\$36,465	
Yazzie, Derrick	Roads Chinle	Public Works Foreman II	40	\$37,590	\$46,987	\$56,385	44	\$37,590	\$1,677	\$37,590	
Yellowhorse, Daron	Roads Chinle	Secretary	20	\$22,940	\$28,675	\$34,410	24	\$24,087	\$1,914	\$24,087	
Aguero, Robin	Health Services	Div Migr Public Health Ed	44	\$39,493	\$49,366	\$59,239	46	\$47,391	\$0	\$48,919	
Castillo, Elizabeth A	Health Services	Executive Assistant	33	\$30,852	\$38,565	\$46,278	36	\$33,166	\$0	\$39,076	
Coleman, Danielle K	Health Services	Health Educator I	19	\$10,896	\$13,621	\$16,345	24	\$10,896	\$1,016	\$10,896	
Erhart, Anne Colette	Health Services	Program Coordinator II	31	\$29,365	\$36,706	\$44,048	34	\$29,365	\$2,097	\$29,365	
Fodera, Doris	Health Services	Program Coordinator I	26	\$25,954	\$32,443	\$38,932	29	\$29,199	\$1,694	\$29,199	
Gallegos, Olivia	Health Services	Health Educator I	19	\$18,352	\$22,940	\$27,528	24	\$18,352	\$614	\$18,352	
Hannah, Stephanie	Health Services	Administrative Assistant I	22	\$14,461	\$18,076	\$21,691	26	\$15,907	\$0	\$17,814	
Henson, Amanda	Health Services	Health Educator I	19	\$22,940	\$28,675	\$34,410	24	\$22,940	\$767	\$22,940	
Hubbell, Rochelle	Health Services	Program Coordinator II	31	\$29,365	\$36,706	\$44,048	34	\$31,567	\$2,358	\$31,567	
Jameson, Michelle	Health Services	Health Educator III	29	\$27,268	\$34,085	\$40,903	31	\$29,314	\$817	\$29,314	
Johnson, Michael	Health Services	Administrative Assistant I	22	\$14,461	\$18,076	\$21,691	26	\$17,353	\$2,090	\$17,353	
Keller, Cieta	Health Services	Div Migr Pub Health CI SVC	56	\$55,802	\$69,753	\$83,703	60	\$58,592	\$4,702	\$58,592	
Kimmins, Angela	Health Services	Public Health Nurse RN	53	\$40,443	\$50,554	\$60,665	56	\$40,443	\$407	\$40,443	
Lozoya, Florencio	Health Services	Custodian	10	\$10,896	\$13,621	\$16,345	24	\$10,896	\$364	\$10,896	
Lozoya, Tomasa	Health Services	Health Educator II	24	\$24,101	\$30,127	\$36,152	26	\$25,306	\$0	\$25,417	
Lujan, Yazmin	Health Services	Health Educator II	24	\$24,101	\$30,127	\$36,152	26	\$24,101	\$0	\$24,454	
Madrid, Michael E	Health Services	Env Health Coor	44	\$39,493	\$49,366	\$59,239	46	\$39,493	\$0	\$43,349	
Navarro-Stallings, Yvonne L	Health Services	Public Fiduciary	40	\$37,590	\$46,987	\$56,385	44	\$39,469	\$0	\$45,760	
Padilla, Debbie L	Health Services	Div Migr Pub Health Prevention	44	\$39,493	\$49,366	\$59,239	46	\$48,379	\$653	\$48,379	
Pelt, Sharon A	Health Services	Health Educator I	19	\$10,896	\$13,621	\$16,345	24	\$10,896	\$1,016	\$10,896	
Pena, Kerry	Health Services	Div Migr Pub Health Em Prep	44	\$39,493	\$49,366	\$59,239	46	\$41,467	\$1,826	\$41,467	
Penrod, Kimberly	Health Services	Executive Assistant	33	\$30,852	\$38,565	\$46,278	36	\$37,022	\$3,653	\$37,022	
Ramirez, Laura	Health Services	Secretary Receptionist	16	\$22,940	\$28,675	\$34,410	24	\$24,087	\$1,914	\$24,087	
Salazar, Laura	Health Services	Program Coordinator I	26	\$25,954	\$32,443	\$38,932	29	\$27,252	\$2,187	\$27,252	
Sanchez, Irene	Health Services	Program Coordinator II	31	\$29,365	\$36,706	\$44,048	34	\$33,770	\$5,411	\$33,770	
Sexton, Chris	Health Services	Health Director	64	\$67,990	\$84,987	\$101,984	68	\$79,888	\$9,999	\$79,888	
Simpson, Valerie	Health Services	Program Coordinator I Health	26	\$15,573	\$19,466	\$23,359	29	\$15,573	\$158	\$15,573	
Sine Shields, Keli A	Health Services	Assistant Health Director	53	\$50,554	\$63,193	\$75,831	56	\$60,665	\$7,321	\$60,665	
Sloan, Terrie J	Health Services	Program Coordinator II	31	\$29,365	\$36,706	\$44,048	34	\$30,099	\$1,031	\$30,099	
Walker, Carla	Health Services	Program Coordinator II	31	\$29,365	\$36,706	\$44,048	34	\$33,770	\$2,784	\$33,770	
Wilkins, Tammi Jo	Health Services	Administrative Coordinator	38	\$35,778	\$44,723	\$53,668	42	\$39,356	\$4,803	\$39,356	

NAME	DEPT NAME	POS NAME	Current RANGE	Proposed Range	MIN	MID	MAX	Time in		Current		Apache		Final	
								Position	Salary	Position	Salary	County Increase	AC Salary	Position	Salary
Applegate, Tamara	Apache County Library	Library Manager	28	30	\$21,283	\$26,603	\$31,924	0.9	\$23,943	\$23,130	\$813	\$23,943		\$23,943	
Aul, Thennetta	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.8	\$18,352	\$17,738	\$614	\$18,352		\$18,352	
Baloo, Lucinda	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.84	\$19,270	\$17,738	\$1,531	\$19,270		\$19,270	
Brown, Mary	Apache County Library	Lib Spec I Pub Svc	16	24	\$10,896	\$13,621	\$16,345	0.94	\$12,803	\$10,532	\$2,271	\$12,803		\$12,803	
Busby, Wichitaw R	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.82	\$18,811	\$17,738	\$1,073	\$18,811		\$18,811	
Castillo, Gloria	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.8	\$18,352	\$17,738	\$614	\$18,352		\$18,352	
Condon, Mary	Apache County Library	Lib Spec I Pub Svc	16	24	\$10,896	\$13,621	\$16,345	0.8	\$10,896	\$9,880	\$1,016	\$10,896		\$10,896	
Des Champs, Carolyn	Apache County Library	Library Manager	28	30	\$26,603	\$33,254	\$39,905	0.94	\$31,259	\$28,766	\$2,492	\$31,259		\$31,259	
Drain, Jeri L	Apache County Library	Lib Spec II Tech Svc	20	24	\$18,352	\$22,940	\$27,528	1.04	\$23,858	\$20,534	\$3,324	\$23,858		\$23,858	
Earl, Felipa	Apache County Library	Library Manager	28	30	\$26,603	\$33,254	\$39,905	0.86	\$28,599	\$27,123	\$1,475	\$28,599		\$28,599	
Green, Hunter E	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.8	\$18,352	\$16,640	\$1,712	\$18,352		\$18,352	
Harris, Timothy James Junior	Apache County Library	Lib Spec I Pub Svc	16	24	\$10,896	\$13,621	\$16,345	0.8	\$10,896	\$9,880	\$1,016	\$10,896		\$10,896	
Hoyt, Dale	Apache County Library	Sup Fac & Const.	42	50	\$43,593	\$54,491	\$65,389	0.84	\$45,772	\$38,147	\$7,625	\$45,772		\$45,772	
Humphrey, Jodie	Apache County Library	Library Manager	28	30	\$21,283	\$26,603	\$31,924	0.84	\$22,347	\$21,599	\$748	\$22,347		\$22,347	
Jones, Michelle	Apache County Library	Library Manager	28	30	\$21,283	\$26,603	\$31,924	0.82	\$21,815	\$21,067	\$748	\$21,815		\$21,815	
Kulbacki, Susan J	Apache County Library	Library Manager	28	30	\$21,283	\$26,603	\$31,924	0.84	\$22,347	\$21,067	\$1,280	\$22,347		\$22,347	
Lewis Smith, Jaymie	Apache County Library	Librarian III Tech Svcs	42	44	\$30,072	\$37,590	\$45,108	1	\$37,590	\$33,330	\$4,260	\$37,590		\$37,590	
MacGregor, Anne	Apache County Library	Library Manager	28	30	\$26,603	\$33,254	\$39,905	0.84	\$27,933	\$26,333	\$1,601	\$27,933		\$27,933	
Maennche, Christina	Apache County Library	Lib Spec II Tech Svc	20	24	\$22,940	\$28,675	\$34,410	1.04	\$29,822	\$30,576	\$0	\$30,576		\$30,576	
Mahoney, November R	Apache County Library	Lib Spec I Pub Svc	16	24	\$10,896	\$13,621	\$16,345	0.8	\$10,896	\$10,532	\$364	\$10,896		\$10,896	
Newman, Teddy	Apache County Library	Facilities and Const Wkr III	34	38	\$19,448	\$24,310	\$29,172	0.88	\$21,393	\$20,118	\$1,275	\$21,393		\$21,393	
Nichols, Wyatt W	Apache County Library	Custodian	10	24	\$13,764	\$17,205	\$20,646	0.8	\$13,764	\$12,480	\$1,284	\$13,764		\$13,764	
Nikolaus, Myrna	Apache County Library	Lib Spec I Pub Svc	16	24	\$10,896	\$13,621	\$16,345	0.84	\$11,441	\$10,532	\$909	\$11,441		\$11,441	
Nosker Tanner, LeRoy	Apache County Library	Librarian III Tech Svcs	42	44	\$37,590	\$46,987	\$56,385	0.8	\$37,590	\$37,211	\$379	\$37,590		\$37,590	
Otero, Mary E	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.82	\$18,811	\$17,738	\$1,073	\$18,811		\$18,811	
Patterson, Dennielle	Apache County Library	Network Administrator I	50	54	\$48,118	\$60,148	\$72,177	0.96	\$57,742	\$50,774	\$6,967	\$57,742		\$57,742	
Reed, Tammy L	Apache County Library	Lib Spec I Tech Svc	16	24	\$18,352	\$22,940	\$27,528	0.8	\$18,352	\$17,738	\$614	\$18,352		\$18,352	
Roberts, Carol	Apache County Library	Lib Spec I Pub Svc	16	24	\$18,352	\$22,940	\$27,528	0.84	\$19,270	\$17,738	\$1,531	\$19,270		\$19,270	
Stradling Collins, SueAn	Apache County Library	Director Library	64	68	\$67,990	\$84,987	\$101,984	0.8	\$67,990	\$72,066	\$0	\$72,066		\$72,066	
Whiting, Mandy L	Apache County Library	Lib Spec I Floater Pub Te Svc	16	24	\$18,352	\$22,940	\$27,528	0.8	\$18,352	\$16,640	\$1,712	\$18,352		\$18,352	
Wilkins, Julie R	Apache County Library	Lib Spec II Tech Svc	20	24	\$18,352	\$22,940	\$27,528	1.04	\$23,858	\$24,744	\$0	\$24,744		\$24,744	
Aranda, Olivia C	School Superintendent	Office Manager	32	36	\$30,852	\$38,565	\$46,278	0.82	\$31,623	\$37,669	\$0	\$37,669		\$37,669	
Atherley, Kendra E	School Superintendent	Administrative Assistant I	22	26	\$24,101	\$30,127	\$36,152	0.8	\$24,101	\$24,565	\$0	\$24,565		\$24,565	
Madrid, Charlene	School Superintendent	Accounting Specialist III	28	30	\$26,603	\$33,254	\$39,905	0.88	\$29,264	\$30,402	\$0	\$30,402		\$30,402	
Udall, William J	School Superintendent	Chief Deputy Schools	50	50	\$43,593	\$54,491	\$65,389	0.8	\$43,593	\$60,911	\$0	\$60,911		\$60,911	
								Totals		\$13,189,204		\$591,212		\$13,780,416	
								below min:							

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Assessor								
Chief Deputy, Assessor	50	\$43,593	\$54,491	\$65,389	50	\$43,593	\$54,491	\$65,389
Certified Chief Appraiser/Deputy Assessor	48	\$41,492	\$51,865	\$62,238	48	\$41,492	\$51,865	\$62,238
Land & Drafting Supervisor	39	\$33,224	\$41,530	\$49,836	34	\$29,365	\$36,706	\$44,048
Property Appraiser I	31	\$27,268	\$34,085	\$40,903	26	\$24,101	\$30,127	\$36,152
Property Appraiser II	33	\$28,649	\$35,811	\$42,973	28	\$25,321	\$31,652	\$37,982
Property Appraiser III	35	\$30,099	\$37,624	\$45,149	30	\$26,603	\$33,254	\$39,905
Valuation Coordinator I	27	\$24,704	\$30,880	\$37,056	22	\$21,835	\$27,293	\$32,752
Valuation Coordinator II	29	\$25,954	\$32,443	\$38,932	24	\$22,940	\$28,675	\$34,410
Valuation Coordinator III	31	\$27,268	\$34,085	\$40,903	26	\$24,101	\$30,127	\$36,152
Drafting Specialist I	35	\$30,099	\$37,624	\$45,149	30	\$26,603	\$33,254	\$39,905
Drafting Specialist II	37	\$31,623	\$39,529	\$47,434	32	\$27,950	\$34,938	\$41,925
Drafting Specialist III	39	\$33,224	\$41,530	\$49,836	34	\$29,365	\$36,706	\$44,048
Deeds Clerk	24	\$22,940	\$28,675	\$34,410	14	\$17,921	\$22,401	\$26,881
Appraiser Apprentice	27	\$24,704	\$30,880	\$37,056	22	\$21,835	\$27,293	\$32,752
Drafting Apprentice	29	\$25,954	\$32,443	\$38,932	24	\$22,940	\$28,675	\$34,410
County Attorney								
Chief Deputy, County Attorney	78	\$87,032	\$108,791	\$130,549	75	\$80,818	\$101,023	\$121,227
Deputy County Attorney I	57	\$51,818	\$64,772	\$77,727	54	\$48,118	\$60,148	\$72,177
Deputy County Attorney II	63	\$60,093	\$75,116	\$90,139	60	\$55,802	\$69,753	\$83,703
Deputy County Attorney III	69	\$69,689	\$87,112	\$104,534	66	\$64,713	\$80,892	\$97,070
Director of Victim Services	41	\$34,906	\$43,632	\$52,359	38	\$32,414	\$40,517	\$48,620
Senior Investigator	60	\$55,802	\$69,753	\$83,703	50	\$43,593	\$54,491	\$65,389
Investigator	49	\$42,529	\$53,162	\$63,794	46	\$39,493	\$49,366	\$59,239
Grants Manager	36	\$30,852	\$38,565	\$46,278	33	\$28,649	\$35,811	\$42,973
Chief of Staff	57	\$51,818	\$64,772	\$77,727	54	\$48,118	\$60,148	\$72,177
Legal Assistant	36	\$30,852	\$38,565	\$46,278	33	\$28,649	\$35,811	\$42,973
Legal Coordinator	41	\$34,906	\$43,632	\$52,359	38	\$32,414	\$40,517	\$48,620
Legal Program Coordinator	48	\$41,492	\$51,865	\$62,238	45	\$38,530	\$48,162	\$57,794
Victim Coordinator	49	\$42,529	\$53,162	\$63,794	46	\$39,493	\$49,366	\$59,239
Victim Assistant	36	\$30,852	\$38,565	\$46,278	33	\$28,649	\$35,811	\$42,973
Diversions Manager	41	\$34,906	\$43,632	\$52,359	38	\$32,414	\$40,517	\$48,620

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
County Manager								
County Manager/Clerk of the Board	85	\$103,454	\$129,318	\$155,181	83	\$98,469	\$123,086	\$147,704
Assistant Clerk of the Board	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Records Management/Emergency Services Coordinator	28	\$25,321	\$31,552	\$37,982	26	\$24,101	\$30,127	\$36,152
Emergency Management Director/Risk Manager	64	\$61,595	\$76,994	\$92,393	60	\$55,802	\$69,753	\$83,703
Elections								
Director, Elections	58	\$53,113	\$66,392	\$79,670	54	\$48,118	\$60,148	\$72,177
Election Outreach Coordinator	29	\$25,954	\$32,443	\$38,932	29	\$25,954	\$32,443	\$38,932
Election Worker								
Human Resources								
Director, Human Resources	70	\$71,432	\$89,289	\$107,147	68	\$67,990	\$84,987	\$101,984
Human Resources Manager (New)	58	\$53,113	\$66,392	\$79,670		\$0	\$0	\$0
Human Resources Specialist	40	\$34,054	\$42,568	\$51,082	38	\$32,414	\$40,517	\$48,620
Human Resources Technician	34	\$29,365	\$36,706	\$44,048	32	\$27,950	\$34,938	\$41,925
Employment Specialist	28	\$25,321	\$31,552	\$37,982	26	\$24,101	\$30,127	\$36,152
Risk Manager	50	\$43,593	\$54,491	\$65,389	48	\$41,492	\$51,865	\$62,238
Communications								
Director, Communications	56	\$50,554	\$63,193	\$75,831	54	\$48,118	\$60,148	\$72,177
Communications Technician Senior	36	\$30,852	\$38,565	\$46,278	32	\$27,950	\$34,938	\$41,925
Communications Technician	34	\$29,365	\$36,706	\$44,048	30	\$26,603	\$33,254	\$39,905
Economic Development								
Director, Economic Development	60	\$55,802	\$69,753	\$83,703	56	\$50,554	\$63,193	\$75,831

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --			Current				
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Clerk of Court								
Chief Deputy, Clerk of the Court	50	\$43,593	\$54,491	\$65,389	50	\$43,593	\$54,491	\$65,389
Customer Service Supervisor - Clerk of Court	34	\$29,365	\$36,706	\$44,048	28	\$25,321	\$31,652	\$37,982
Asst Jury Commissioner/Lead Deputy Legal Assistant	28	\$25,321	\$31,652	\$37,982	20	\$20,782	\$25,978	\$31,174
Deputy Legal Assistant I	30	\$26,603	\$33,254	\$39,905	18	\$19,781	\$24,726	\$29,672
Deputy Legal Assistant II	34	\$29,365	\$36,706	\$44,048	22	\$21,835	\$27,293	\$32,752
Deputy Legal Assistant III	40	\$34,054	\$42,568	\$51,082	26	\$24,101	\$30,127	\$36,152
Court Services Supervisor	34	\$29,365	\$36,706	\$44,048	28	\$25,321	\$31,652	\$37,982
Courtroom Clerk I	27	\$24,704	\$30,880	\$37,056	21	\$21,302	\$26,628	\$31,953
Courtroom Clerk II	31	\$27,268	\$34,085	\$40,903	25	\$23,513	\$29,392	\$35,270
Courtroom Clerk III	35	\$30,099	\$37,624	\$45,149	29	\$25,954	\$32,443	\$38,932
Judicial Information System Manager	34	\$29,365	\$36,706	\$44,048	28	\$25,321	\$31,652	\$37,982
Judicial Account Specialist I	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Judicial Account Specialist II	28	\$25,321	\$31,652	\$37,982	22	\$21,835	\$27,293	\$32,752
Judicial Account Specialist III	32	\$27,950	\$34,938	\$41,925	26	\$24,101	\$30,127	\$36,152
Information Systems								
Director, Data Processing	70	\$71,432	\$89,289	\$107,147	66	\$64,713	\$80,892	\$97,070
IT Manager	65	\$63,135	\$78,919	\$94,703				
Network Administrator III	62	\$58,627	\$73,284	\$87,941	61	\$57,197	\$71,497	\$85,796
Network Administrator II	58	\$53,113	\$66,392	\$79,670	55	\$49,321	\$61,651	\$73,982
Network Administrator I	54	\$48,118	\$60,148	\$72,177	50	\$43,593	\$54,491	\$65,389
MIS Specialist	42	\$35,778	\$44,723	\$53,668	38	\$32,414	\$40,517	\$48,620
Computer Data Control Specialist	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Computer Technician	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Computer Operator	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Development								
Director, Development	68	\$67,990	\$84,987	\$101,984	64	\$61,595	\$76,994	\$92,393

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Finance								
Finance Director/CFO	72	\$75,048	\$93,810	\$112,572	68	\$67,990	\$84,987	\$101,984
Assistant Finance Director	62	\$58,627	\$73,284	\$87,941	60	\$55,902	\$69,753	\$83,703
Accounting Manager	54	\$48,118	\$60,148	\$72,177	52	\$45,799	\$57,249	\$68,699
Accounts Payable Specialist	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Internal Auditor	50	\$43,593	\$54,491	\$65,389	48	\$41,492	\$51,865	\$62,238
Accountant Senior	54	\$48,118	\$60,148	\$72,177	52	\$45,799	\$57,249	\$68,699
Accountant	51	\$44,682	\$55,853	\$67,024	49	\$42,529	\$53,162	\$63,794
Accounting Specialist I	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Accounting Specialist II	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
Accounting Specialist III	30	\$26,603	\$33,254	\$39,905	28	\$25,321	\$31,652	\$37,982
Accounting Assistant	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Financial Coordinator	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
Payroll Coordinator	42	\$35,778	\$44,723	\$53,668	38	\$32,414	\$40,517	\$48,620
Buildings, Maintenance and Grounds								
Director, Building & Maintenance	58	\$53,113	\$66,392	\$79,670	50	\$43,593	\$54,491	\$65,389
Supervisor, Facilities and Construction	50	\$43,593	\$54,491	\$65,389	42	\$35,778	\$44,723	\$53,668
Inmate Supervisor, Facilities and Construction	38	\$32,414	\$40,517	\$48,620	36	\$30,852	\$38,565	\$46,278
Facilities and Construction Worker I	26	\$24,101	\$30,127	\$36,152	20	\$20,782	\$25,978	\$31,174
Facilities and Construction Worker II	32	\$27,950	\$34,938	\$41,925	27	\$24,704	\$30,880	\$37,056
Facilities and Construction Worker III	38	\$32,414	\$40,517	\$48,620	34	\$29,365	\$36,706	\$44,048
Custodian	24	\$22,940	\$28,675	\$34,410	10	\$16,235	\$20,294	\$24,353
Groundswoker	24	\$22,940	\$28,675	\$34,410	10	\$16,235	\$20,294	\$24,353
Custodian/Groundswoker	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Planning and Zoning								
Director of Planning and Zoning	68	\$67,990	\$84,987	\$101,984	64	\$61,595	\$76,994	\$92,393
Building Official	50	\$43,593	\$54,491	\$65,389	44	\$37,590	\$46,987	\$56,385
Senior Planner	48	\$41,492	\$51,865	\$62,238	44	\$37,590	\$46,987	\$56,385
Planner	44	\$37,590	\$46,987	\$56,385	40	\$34,054	\$42,568	\$51,082
Enforcement Officer	43	\$36,673	\$45,841	\$55,009	39	\$33,224	\$41,530	\$49,836
Permit Technician	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Building Inspector I	32	\$27,950	\$34,938	\$41,925	26	\$24,101	\$30,127	\$36,152
Building Inspector II	36	\$30,852	\$38,565	\$46,278	30	\$26,603	\$33,254	\$39,905
Building Inspector III	40	\$34,054	\$42,568	\$51,082	34	\$29,365	\$36,706	\$44,048

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Wildfire Mitigation Coordinator	46	\$39,493	\$49,366	\$59,239	42	\$35,778	\$44,723	\$53,668
Plan Reviewer	48	\$41,492	\$51,865	\$62,238				

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Justice Court								
Chief Justice Court Clerk	30	\$26,603	\$33,254	\$39,905	27	\$24,704	\$30,880	\$37,056
Justice Court Clerk I	24	\$22,940	\$28,675	\$34,410	15	\$18,369	\$22,961	\$27,553
Justice Court Clerk II	24	\$22,940	\$28,675	\$34,410	19	\$20,276	\$25,344	\$30,413
Justice Court Clerk III	26	\$24,101	\$30,127	\$36,152	21	\$21,302	\$26,628	\$31,953
Purchasing								
Purchasing Coordinator	24	\$22,940	\$28,675	\$34,410	22	\$21,835	\$27,293	\$32,752
Recorder								
Chief Deputy, Recorder	50	\$43,593	\$54,491	\$65,389	50	\$43,593	\$54,491	\$65,389
Coordinator of Recordings	24	\$22,940	\$28,675	\$34,410	22	\$21,835	\$27,293	\$32,752
Voter Outreach Project Coordinator	36	\$30,852	\$38,565	\$46,278	35	\$30,099	\$37,624	\$45,149
Voter Registration Supervisor	31	\$27,268	\$34,085	\$40,903	30	\$26,603	\$33,254	\$39,905
Voter Registration Assistant	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Superior Court								
Judicial Secretary	34	\$29,365	\$36,706	\$44,048	32	\$27,950	\$34,938	\$41,925
Court Reporter	40	\$34,054	\$42,568	\$51,082	38	\$32,414	\$40,517	\$48,620
Judicial Assistant	36	\$30,852	\$38,565	\$46,278	34	\$29,365	\$36,706	\$44,048
Court Administrator	55	\$49,321	\$61,651	\$73,982	53	\$46,944	\$58,681	\$70,417
Chief Security Officer	36	\$30,852	\$38,565	\$46,278	34	\$29,365	\$36,706	\$44,048
Security Officer	27	\$24,704	\$30,880	\$37,056	25	\$23,513	\$29,392	\$35,270
Automation & Field Training Director	42	\$35,778	\$44,723	\$53,668	40	\$34,054	\$42,568	\$51,082
Judicial Administrative Assistant	42	\$35,778	\$44,723	\$53,668	40	\$34,054	\$42,568	\$51,082
CASA Program Coordinator	47	\$40,480	\$50,600	\$60,720	45	\$38,530	\$48,162	\$57,794
Adult Probation								
Director of Probation Services	70	\$71,432	\$89,289	\$107,147	66	\$64,713	\$80,892	\$97,070
Assistant Chief, Adult Probation	57	\$51,818	\$64,772	\$77,727	53	\$46,944	\$58,681	\$70,417
Field Supervisor, Adult Probation	45	\$38,530	\$48,162	\$57,794	45	\$38,530	\$48,162	\$57,794
Adult Probation Officer I	40	\$34,054	\$42,568	\$51,082	39	\$33,224	\$41,530	\$49,836
Adult Probation Officer II	43	\$36,673	\$45,841	\$55,009	42	\$35,778	\$44,723	\$53,668
Adult Probation Officer II - AIPS	43	\$36,673	\$45,841	\$55,009	42	\$35,778	\$44,723	\$53,668
Adult Probation Officer III	45	\$38,530	\$48,162	\$57,794	44	\$37,590	\$46,987	\$56,385
Lead Investigator - Adult Probation	37	\$31,623	\$39,529	\$47,434	36	\$30,852	\$38,565	\$46,278

**Apache County
 FY 2018 Salary Plan
 Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Adult Surveillance Officer I	30	\$26,603	\$33,254	\$39,905	29	\$25,954	\$32,443	\$38,932
Adult Surveillance Officer II	34	\$29,365	\$36,706	\$44,048	33	\$28,649	\$35,811	\$42,973
Adult Probation Technical Services Coordinator	29	\$25,954	\$32,443	\$38,932	28	\$25,321	\$31,652	\$37,982

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --			Current				
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Juvenile Probation								
Director of Probation Services	70	\$71,432	\$89,289	\$107,147	66	\$64,713	\$80,892	\$97,070
Assistant Director, Juvenile Probation	57	\$51,818	\$64,772	\$77,727	53	\$46,944	\$58,681	\$70,417
Juvenile Probation Officer I	40	\$34,054	\$42,568	\$51,082	39	\$33,224	\$41,530	\$49,836
Juvenile Probation Officer II	43	\$36,673	\$45,841	\$55,009	42	\$35,778	\$44,723	\$53,668
Juvenile Probation Officer II - JIPS	43	\$36,673	\$45,841	\$55,009	42	\$35,778	\$44,723	\$53,668
Juvenile Probation Officer III	45	\$38,530	\$48,162	\$57,794	44	\$37,590	\$46,987	\$56,385
Treatment Counselor	57	\$51,818	\$64,772	\$77,727	56	\$50,554	\$63,193	\$75,831
Juvenile Predisposition Interviewer	30	\$26,603	\$33,254	\$39,905	29	\$25,954	\$32,443	\$38,932
Juvenile Surveillance Officer I	30	\$26,603	\$33,254	\$39,905	29	\$25,954	\$32,443	\$38,932
Juvenile Surveillance Officer II	34	\$29,365	\$36,706	\$44,048	33	\$28,649	\$35,811	\$42,973
Safe School Probation Officer	43	\$36,673	\$45,841	\$55,009	42	\$35,778	\$44,723	\$53,668
Juvenile On Line Tracking System Coordinator	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Community Restitution Coordinator	26	\$24,101	\$30,127	\$36,152	25	\$23,513	\$29,392	\$35,270
Juvenile Detention Manager	44	\$37,590	\$46,987	\$56,385	43	\$36,673	\$45,841	\$55,009
Probation Specialist	26	\$24,101	\$30,127	\$36,152	25	\$23,513	\$29,392	\$35,270
Juvenile Substitute Teacher	26	\$24,101	\$30,127	\$36,152	25	\$23,513	\$29,392	\$35,270
Court Appointed Special Advocate Coordinator - Juv Prob	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Treasurer								
Chief Deputy, Treasurer	50	\$43,593	\$54,491	\$65,389	50	\$43,593	\$54,491	\$65,389
Tax Lien & Bankruptcy Supervisor	28	\$25,321	\$31,652	\$37,982	26	\$24,101	\$30,127	\$36,152
Warrant/Current Tax Assistant	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Client Services Representative I - Treasurer	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Client Services Representative II - Treasurer	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
Client Services Representative III - Treasurer	30	\$26,603	\$33,254	\$39,905	28	\$25,321	\$31,652	\$37,982
Personal Property/Back Tax Assistant I	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Personal Property/Back Tax Assistant II	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
Personal Property/Back Tax Assistant III	30	\$26,603	\$33,254	\$39,905	28	\$25,321	\$31,652	\$37,982

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --			Current				
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Public Safety								
Chief Deputy, Sheriff	69	\$69,689	\$87,112	\$104,534	65	\$63,135	\$78,919	\$94,703
Commander	60	\$55,802	\$69,753	\$83,703	58	\$53,113	\$66,392	\$79,670
Lieutenant	56	\$50,554	\$63,193	\$75,831	54	\$48,118	\$60,148	\$72,177
Sergeant	51	\$44,682	\$55,853	\$67,024	49	\$42,529	\$53,162	\$63,794
Deputy Sheriff I	41	\$34,906	\$43,632	\$52,359	39	\$33,224	\$41,530	\$49,836
Deputy Sheriff II	44	\$37,590	\$46,987	\$56,385	42	\$35,778	\$44,723	\$53,668
Deputy Sheriff III	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Deputy Sheriff - Civil Process	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Deputy Sheriff - Sex Crimes Investigator	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Emergency Management Specialist	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Detention Commander	60	\$55,802	\$69,753	\$83,703	58	\$53,113	\$66,392	\$79,670
Detention Sergeant	43	\$36,673	\$45,841	\$55,009	39	\$33,224	\$41,530	\$49,836
Detention Corporal	39	\$33,224	\$41,530	\$49,836	36	\$30,852	\$38,565	\$46,278
Detention Officer I	31	\$27,268	\$34,085	\$40,903	30	\$26,603	\$33,254	\$39,905
Detention Officer II	33	\$28,649	\$35,811	\$42,973	32	\$27,950	\$34,938	\$41,925
Detention Officer III	35	\$30,099	\$37,624	\$45,149	34	\$29,365	\$36,706	\$44,048
Dispatch Supervisor	48	\$41,492	\$51,865	\$62,238	47	\$40,480	\$50,600	\$60,720
Lead Dispatcher/Matron	38	\$32,414	\$40,517	\$48,620	36	\$30,852	\$38,565	\$46,278
Dispatcher/Matron	32	\$27,950	\$34,938	\$41,925	30	\$26,603	\$33,254	\$39,905
Detention Records Clerk/Property Custodian	26	\$24,101	\$30,127	\$36,152	26	\$24,101	\$30,127	\$36,152
Property Custodian/Evidence Technician	37	\$31,623	\$39,529	\$47,434	37	\$31,623	\$39,529	\$47,434
Community Resource Liaison	46	\$39,493	\$49,366	\$59,239	46	\$39,493	\$49,366	\$59,239
Fleet Manager/Mechanic - Sheriff	30	\$26,603	\$33,254	\$39,905	28	\$25,321	\$31,652	\$37,982
ACCENT Coordinator	26	\$24,101	\$30,127	\$36,152	26	\$24,101	\$30,127	\$36,152
Detention Assistant	26	\$24,101	\$30,127	\$36,152	26	\$24,101	\$30,127	\$36,152
Intergovernmental Relations Liaison	68	\$67,990	\$84,987	\$101,984	68	\$67,990	\$84,987	\$101,984
Detention Nurse - RN	60	\$55,802	\$69,753	\$83,703	56	\$50,554	\$63,193	\$75,831
Nurse Practitioner	84	\$100,931	\$126,164	\$151,396	80	\$91,438	\$114,298	\$137,158
Tower Control Operator I	24	\$22,940	\$28,675	\$34,410	22	\$21,835	\$27,293	\$32,752
Detention Nurse - LPN	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Lieutenant/Detective	54	\$48,118	\$60,148	\$72,177	54	\$48,118	\$60,148	\$72,177
Dispatch Center Coordinator	44	\$37,590	\$46,987	\$56,385	41	\$34,906	\$43,632	\$52,359

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Engineer								
County Engineer/Deputy County Manager	76	\$82,839	\$103,548	\$124,258	72	\$75,048	\$93,810	\$112,572
County Engineer	76	\$82,839	\$103,548	\$124,258	72	\$75,048	\$93,810	\$112,572
Highway Superintendent/County Surveyor	68	\$67,990	\$84,987	\$101,984	42	\$35,778	\$44,723	\$53,668
District Manager (Roads)	66	\$64,713	\$80,892	\$97,070	57	\$51,818	\$64,772	\$77,727
Roads Manager	62	\$58,627	\$73,284	\$87,941	59	\$54,441	\$68,051	\$81,662
Field Operations Manager	50	\$43,593	\$54,491	\$65,389	46	\$39,493	\$49,366	\$59,239
Operations Manager	44	\$37,590	\$46,987	\$56,385	42	\$35,778	\$44,723	\$53,668
Civil Engineering Aide I	30	\$26,603	\$33,254	\$39,905	20	\$20,782	\$25,978	\$31,174
Civil Engineering Aide II	33	\$28,649	\$35,811	\$42,973	29	\$25,954	\$32,443	\$38,932
Civil Engineering Aide III	38	\$32,414	\$40,517	\$48,620	34	\$29,365	\$36,706	\$44,048
Public Works Foreman I	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Public Works Foreman II	44	\$37,590	\$46,987	\$56,385	40	\$34,054	\$42,568	\$51,082
Road Maintenance Worker I	24	\$22,940	\$28,675	\$34,410	18	\$19,781	\$24,726	\$29,672
Road Maintenance Worker II	30	\$26,603	\$33,254	\$39,905	26	\$24,101	\$30,127	\$36,152
Road Maintenance Worker III	36	\$30,852	\$38,565	\$46,278	34	\$29,365	\$36,706	\$44,048
Equipment Mechanic I	34	\$29,365	\$36,706	\$44,048	27	\$24,704	\$30,880	\$37,056
Equipment Mechanic II	36	\$30,852	\$38,565	\$46,278	29	\$25,954	\$32,443	\$38,932
Equipment Mechanic III	38	\$32,414	\$40,517	\$48,620	31	\$27,268	\$34,085	\$40,903
Automotive Mechanic I	30	\$26,603	\$33,254	\$39,905	25	\$23,513	\$29,392	\$35,270
Automotive Mechanic II	32	\$27,950	\$34,938	\$41,925	27	\$24,704	\$30,880	\$37,056
Automotive Mechanic III	34	\$29,365	\$36,706	\$44,048	29	\$25,954	\$32,443	\$38,932
Shop Foreman	38	\$32,414	\$40,517	\$48,620	33	\$28,649	\$35,811	\$42,973
Automotive Parts Inventory Clerk	24	\$22,940	\$28,675	\$34,410	19	\$20,276	\$25,344	\$30,413
Roads Inspector	33	\$28,649	\$35,811	\$42,973	30	\$26,603	\$33,254	\$39,905
GIS Program Technician	37	\$31,623	\$39,529	\$47,434	34	\$29,365	\$36,706	\$44,048
Civil Engineering Technician I	41	\$34,906	\$43,632	\$52,359	38	\$32,414	\$40,517	\$48,620
Civil Engineering Technician II	45	\$38,530	\$48,162	\$57,794	42	\$35,778	\$44,723	\$53,668
Crusher Operator II	29	\$25,954	\$32,443	\$38,932	26	\$24,101	\$30,127	\$36,152
Crusher Operator III	37	\$31,623	\$39,529	\$47,434	34	\$29,365	\$36,706	\$44,048
Quarry Supervisor	44	\$37,590	\$46,987	\$56,385	36	\$30,852	\$38,565	\$46,278

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	- Recommended -			Current				
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Public Health								
Health Director	68	\$67,990	\$94,987	\$101,984	64	\$61,595	\$76,994	\$92,393
Division Manager Public Health Clinical Services	60	\$55,802	\$69,753	\$83,703	56	\$50,554	\$63,193	\$75,831
Community Dietitian/Nutritionist	42	\$35,778	\$44,723	\$53,668	36	\$30,852	\$38,565	\$46,278
Indigent Medical Claims Resolution Specialist	45	\$38,530	\$48,162	\$57,794	39	\$33,224	\$41,530	\$49,836
Public Health Nurse - RN	56	\$50,554	\$63,193	\$75,831	53	\$46,944	\$58,681	\$70,417
Environmental Health Coordinator	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Community Nutrition Worker	26	\$24,101	\$30,127	\$36,152	19	\$20,276	\$25,344	\$30,413
Community Nutrition Worker Supervisor	36	\$30,852	\$38,565	\$46,278	27	\$24,704	\$30,880	\$37,056
Division Manager Public Health Education	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Division Manager Public Health Emergency Preparedness	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Division Manager Public Health Prevention	46	\$39,493	\$49,366	\$59,239	44	\$37,590	\$46,987	\$56,385
Division Manager Environmental Health	56	\$50,554	\$63,193	\$75,831	53	\$46,944	\$58,681	\$70,417
Health Sanitation Aide	24	\$22,940	\$28,675	\$34,410	19	\$20,276	\$25,344	\$30,413
Home Health Nurse/LPN	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Home Health Aide - Homemaker	24	\$22,940	\$28,675	\$34,410	11	\$16,641	\$20,801	\$24,962
Environmental Health Specialist	38	\$32,414	\$40,517	\$48,620	36	\$30,852	\$38,565	\$46,278
Program Coordinator I - Health	29	\$25,954	\$32,443	\$38,932	26	\$24,101	\$30,127	\$36,152
Program Coordinator II - Health	34	\$29,365	\$36,706	\$44,048	31	\$27,268	\$34,085	\$40,903
Program Coordinator III - Health	39	\$33,224	\$41,530	\$49,836	36	\$30,852	\$38,565	\$46,278
Cessation Specialist	24	\$22,940	\$28,675	\$34,410	19	\$20,276	\$25,344	\$30,413
Health Educator I	24	\$22,940	\$28,675	\$34,410	19	\$20,276	\$25,344	\$30,413
Health Educator II	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
Health Educator III	31	\$27,268	\$34,085	\$40,903	29	\$25,954	\$32,443	\$38,932
Lay Health/Community Outreach Worker	24	\$22,940	\$28,675	\$34,410	19	\$20,276	\$25,344	\$30,413
Bio-Terrorism Coordinator	51	\$44,682	\$55,853	\$67,024	51	\$44,682	\$55,853	\$67,024
Community Emergency Response Team Coordinator	34	\$29,365	\$36,706	\$44,048	32	\$27,950	\$34,938	\$41,925
Epidemiologist Coordinator	54	\$48,118	\$60,148	\$72,177	51	\$44,682	\$55,853	\$67,024
Public Fiduciary	44	\$37,590	\$46,987	\$56,385	40	\$34,054	\$42,568	\$51,082
Assistant Health Director	56	\$50,554	\$63,193	\$75,831	53	\$46,944	\$58,681	\$70,417
Medical Examiner	92	\$122,975	\$153,718	\$184,462	91	\$119,975	\$149,969	\$179,963
Director of Nursing	60	\$55,802	\$69,753	\$83,703	58	\$53,113	\$66,392	\$79,670
Child Care Health Consultant	54	\$48,118	\$60,148	\$72,177	53	\$46,944	\$58,681	\$70,417
Public Health Nurse - LPN	40	\$34,054	\$42,568	\$51,082	36	\$30,852	\$38,565	\$46,278
Medico-Legal Death Investigator	44	\$37,590	\$46,987	\$56,385	43	\$36,673	\$45,841	\$55,009
Division Manager Enviro/PH Emergency Preparedness	56	\$50,554	\$63,193	\$75,831	54	\$48,118	\$60,148	\$72,177

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Workforce Investment Program								
Workforce Investment Act Manager	42	\$35,778	\$44,723	\$53,668	40	\$34,054	\$42,568	\$51,082
Workforce Investment Act Coordinator	28	\$25,321	\$31,652	\$37,982	26	\$24,101	\$30,127	\$36,152
Workforce Investment Act Caseworker	24	\$22,940	\$28,675	\$34,410	17	\$19,299	\$24,123	\$28,948
Library								
Director, Library District	68	\$67,990	\$84,987	\$101,984	64	\$61,595	\$76,994	\$92,393
Library Manager, Senior	36	\$30,852	\$38,565	\$46,278	34	\$29,365	\$36,706	\$44,048
Library Manager	30	\$26,603	\$33,254	\$39,905	28	\$25,321	\$31,652	\$37,982
Librarian I - Technical Services	36	\$30,852	\$38,565	\$46,278	34	\$29,365	\$36,706	\$44,048
Librarian II - Technical Services	40	\$34,054	\$42,568	\$51,082	38	\$32,414	\$40,517	\$48,620
Librarian III - Technical Services	44	\$37,590	\$46,987	\$56,385	42	\$35,778	\$44,723	\$53,668
Librarian - Public Services	36	\$30,852	\$38,565	\$46,278	34	\$29,365	\$36,706	\$44,048
Library Specialist I - Technical Services	24	\$22,940	\$28,675	\$34,410	16	\$18,828	\$23,535	\$28,242
Library Specialist II - Technical Services	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Library Specialist III - Technical Services	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
Library Specialist I - Public Services	24	\$22,940	\$28,675	\$34,410	16	\$18,828	\$23,535	\$28,242
Library Specialist II - Public Services	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Library Specialist III - Public Services	26	\$24,101	\$30,127	\$36,152	24	\$22,940	\$28,675	\$34,410
School Administration								
Chief Deputy, Schools	50	\$43,593	\$54,491	\$65,389	50	\$43,593	\$54,491	\$65,389
Detention Education Teacher	42	\$35,778	\$44,723	\$53,668	40	\$34,054	\$42,568	\$51,082
Professional Development Coordinator	40	\$34,054	\$42,568	\$51,082	37	\$31,623	\$39,529	\$47,434
Technology Integration Specialist	50	\$43,593	\$54,491	\$65,389	48	\$41,492	\$51,865	\$62,238
Projects Director	48	\$41,492	\$51,865	\$62,238	46	\$39,493	\$49,366	\$59,239
Mentor	30	\$26,603	\$33,254	\$39,905	29	\$25,954	\$32,443	\$38,932

**Apache County
FY 2018 Salary Plan
Salary Ranges Per Job Class - (Job Class Order)**

Occupational Job Families and Job Classes	-- Recommended --				Current			
	Range	Minimum	Midpoint	Maximum	Range	Minimum	Midpoint	Maximum
Office and Administrative Support								
Administrative Coordinator	42	\$35,778	\$44,723	\$53,668	38	\$32,414	\$40,517	\$48,620
Executive Assistant	36	\$30,852	\$38,565	\$46,278	33	\$28,649	\$35,811	\$42,973
Office Manager	36	\$30,852	\$38,565	\$46,278	32	\$27,950	\$34,938	\$41,925
Administrative Specialist	30	\$26,603	\$33,254	\$39,905	26	\$24,101	\$30,127	\$36,152
Administrative Assistant I	26	\$24,101	\$30,127	\$36,152	22	\$21,835	\$27,293	\$32,752
Administrative Assistant II	30	\$26,603	\$33,254	\$39,905	26	\$24,101	\$30,127	\$36,152
Administrative Assistant III	34	\$29,365	\$36,706	\$44,048	30	\$26,603	\$33,254	\$39,905
Secretary	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Financial Secretary	24	\$22,940	\$28,675	\$34,410	20	\$20,782	\$25,978	\$31,174
Secretary/Receptionist	24	\$22,940	\$28,675	\$34,410	16	\$18,828	\$23,535	\$28,242
Switchboard Operator	24	\$22,940	\$28,675	\$34,410	12	\$17,057	\$21,321	\$25,586
Legal Secretary I	28	\$25,321	\$31,652	\$37,982	24	\$22,940	\$28,675	\$34,410
Legal Secretary II	30	\$26,603	\$33,254	\$39,905	26	\$24,101	\$30,127	\$36,152
Legal Secretary III	32	\$27,950	\$34,938	\$41,925	28	\$25,321	\$31,652	\$37,982
Legal Clerk	42	\$35,778	\$44,723	\$53,668	38	\$32,414	\$40,517	\$48,620
Outreach Clerk	24	\$22,940	\$28,675	\$34,410	12	\$17,057	\$21,321	\$25,586
Community Liaison	24	\$22,940	\$28,675	\$34,410	12	\$17,057	\$21,321	\$25,586
Clerk	24	\$22,940	\$28,675	\$34,410	12	\$17,057	\$21,321	\$25,586
Public Information Officer	38	\$32,414	\$40,517	\$48,620	34	\$29,365	\$36,706	\$44,048
Detention Finance Clerk	28	\$25,321	\$31,652	\$37,982	24	\$22,940	\$28,675	\$34,410
Administrative Planner	25	\$23,513	\$29,392	\$35,270	21	\$21,302	\$26,628	\$31,953
Projects Coordinator	39	\$33,224	\$41,530	\$49,836	35	\$30,099	\$37,624	\$45,149

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

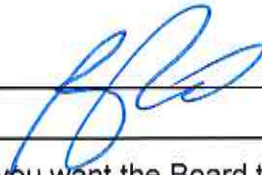
date/time stamp

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

County Manager _____

Date/Signature: _____

9/19/17



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

Sit as the Board of Equalization to consider the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on August 23, 2017.

Acceptance of hearing determination of Petition for Review of Real Property Valuation for Roxanne Jetson, 106-68-008H and 106-68-008I.

Acceptance of hearing determination of Petition for Review of real Property Valuation for Paul Smith, 205-31-004.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF EQUALIZATION HEARING

August 23, 2017
St. Johns, Arizona

Hearing Officer Charles Johnson conducted the hearings.

Hearing Officer Johnson provided an overview of the proceedings and protocol. All hearings were held in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona. Petitioners and Assessor's Office staff were all administered the oath. Hearings began at 10:00 a.m.

Petition for Review of Real Property Valuation for Roxanne Jetson, parcels 106-68-008H and 106-68-008I. Ms. Jetson was present and the Assessor's Office was represented by Denise Jones. Ms. Jones provided a work-up (Exhibit A) of the subject property to Hearing Officer Johnson, reducing the Full Cash Value for both of the 1.79-acre parcels from \$20,943 to \$17,900 per parcel. Ms. Jetson provided an overview of the property location and provided 3 comparable sales from the area. Denise Jones, representing the Assessor's Office stated their comparable are a little further away from the parcels in question, but all the parcels in that area are approximately the same acreage as hers, are all classified under the same land code and valued the same. Ms. Jones stated the 4 comparable properties they have, are within the appropriate time frame and the median sale came out to \$12,349 per acres and went with 82%, which is standard, and came up with the \$10,126, which they lowered to \$10,000 an acre, so that is how they came up with the value. Ms. Jones stated two of the Petitioner's sales are out of the study period, and one of the two are an internet sale. Hearing Officer Johnson asked if the Assessor's Office would be willing to accept the Petitioners comparable sales even though they are outside the time frame. Ms. Jones stated she would need to refer to her Land Appraiser, Anastasia Smith. Ms. Smith stated she would accept all but the internet sale as comparable sales. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for the subject property be set at \$7,339 per parcel for two years.

Petition for Review of real Property Valuation Paul Smith for parcel 205-31-004. Mr. Smith was not present. Denise Jones, representing the Assessor's Office was present and stated there was a signed stipulation letter (Exhibit A) between the Assessor's Office and the Petitioner. Based on the signed stipulation agreement, Hearing Officer Johnson reduced the Full Cash Value from \$90,481 to \$17,181 for two years.

Hearing Officer Johnson concluded the Board of Equalization Notice of Valuation hearings.

PETITION FOR REVIEW OF REAL PROPERTY VALUATION

PURSUANT TO A.R.S. TITLE 42, Ch. 15, Art. 3 and Ch. 18, Art. 1-5

FOR OFFICIAL USE ONLY

FILED FOR TAX YEAR 2018

See Instructions for complete filing information

- In all counties, mail or hand deliver one copy of this completed petition to the County Assessor. Retain a copy for your records (and for use in possible further appeals). Taxpayers receiving a Notice of Value have sixty days from the date the notice was mailed to file this petition. United States Postal Service postmark dates are evidence of the dates petitions were filed and decisions were mailed.
- The County Assessor may reject any petition not meeting statutory requirements. Only one petition for each parcel or economic unit will be accepted. Any duplicate petition(s) will be returned.

COMPLETE SECTIONS 1 THROUGH 10 WHERE APPLICABLE. TYPE OR PRINT

1. DATE FILED 04/18/17 COUNTY Apache PARCEL NUMBER 106-68-008H & I
2. PROPERTY ADDRESS OR LEGAL DESCRIPTION: Apache Woodland Estates, Port of lot B, Sec 11, Twnshp 10N
3. IF THIS IS A MULTIPLE PARCEL APPEAL CHECK HERE ATTACH A MULTIPLE PARCEL APPEAL FORM (DOR 82131). SEE INSTRUCTIONS
4. USE OF PROPERTY: COMMERCIAL / INDUSTRIAL (SPECIFY TYPE: Apartment, Office, Warehouse, etc.) _____
 VACANT LAND AGRICULTURAL OTHER

5A. OWNER'S NAME

Roxane Jetson
 NAME
336 N Henkel
 ADDRESS
Mesa, AZ 85201
 CITY, STATE, ZIP CODE

5B. MAIL DECISION TO: (IF DIFFERENT THAN 5A)

NAME _____
 ADDRESS _____
 CITY, STATE, ZIP CODE _____

5C. IF OWNERSHIP HAS CHANGED CHECK HERE ATTACH RECORDED DOCUMENTATION.

6. PETITION COMPLETED BY: (Specify Owner, Agent, Attorney, etc.) Owner

Roxane Jetson (480) 703-4490
 NAME TELEPHONE
336 N Henkel Mesa, AZ 85201
 ADDRESS CITY, STATE, ZIP CODE

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER _____ STATE BOARD OF EQUALIZATION NUMBER _____

7. BASIS FOR PETITION: MARKET SALES APPROACH COST APPROACH INCOME APPROACH OTHER (explain below)
- Additional documents submitted must contain the parcel number and be attached to the petition in order to be considered by the Assessor. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation or changing the classification of the property. Below are 3 comparable parcels recently sold in close proximity of the parcels noted above.
106-68-014U \$8,000 2 Acres, 106-68-020A \$5,000 1 Acre, 106-68-007C \$12,000 12 Acres

8. VALUE SHOWN ON NOTICE OF VALUE	FULL CASH VALUE	LIMITED PROPERTY VALUE	PROPERTY CLASS	ASMT RATIO
	\$ <u>41,886</u>	\$ <u>41,886</u>	02.R	.15
9. OWNER'S OPINION OF VALUE	FULL CASH VALUE	LIMITED PROPERTY VALUE	PROPERTY CLASS	ASMT RATIO
	\$ <u>14,000</u>	\$ <u>14,000</u>	02.R	.15

10. I HEREBY AFFIRM THAT THE INFORMATION INCLUDED OR ATTACHED IS TRUE AND CORRECT.

Roxane Jetson
 SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE

(480) 703-4490 roxypoo6@gmail.com
 TELEPHONE EMAIL

TO REQUEST A MEETING WITH THE ASSESSOR CHECK HERE.

FOR SBOE (IN MARICOPA AND PIMA COUNTIES ONLY):
 If you want this appeal to be heard "On The Record" check here.
 This means that neither you, the Assessor, your Agent, or Attorney (if applicable) will appear before the State Board of Equalization to offer testimony. Submit any additional written or typed information with this appeal to the SBOE.

ASSESSOR'S DECISION	FULL CASH VALUE	LIMITED PROPERTY VALUE	PROPERTY CLASS	ASMT RATIO
	\$	\$		

BASIS FOR DECISION: _____

DATE RECEIVED _____ DATE DECISION MAILED _____ REVIEWED BY _____ ASSESSOR OR CHIEF DEPUTY _____

COUNTY BOARD OF EQUALIZATION DECISION	FULL CASH VALUE	LIMITED PROPERTY VALUE	PROPERTY CLASS	ASMT RATIO
	\$	\$		

BASIS FOR DECISION: _____

DATE RECEIVED _____ DATE DECISION MAILED _____ CHAIRMAN OR CLERK OF THE BOARD _____

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

MULTIPLE PARCEL APPEAL FORM

FILED IN Apache COUNTY

FILING DATE: 04/18/17

TOTAL NUMBER OF PARCELS IN THIS APPEAL 2

PARCEL NUMBER: List Lead Parcel Number First	NOTICE OF VALUE		OWNER'S OPINION OF VALUE			ASSESSOR'S DECISION			BOE'S DECISION			
	FCV	LPV	AR	FCV	LPV	AR	FCV	LPV	AR	FCV	LPV	AR
106-68-008H	20,943	20,943	.15	7,000	7,000							
106-68-008I	20,943	20,943	.15	7,000	7,000							

Use additional forms if necessary. Keep a copy for your records.

April 18, 2017

Roger Dahozy
Apache County Assessor
PO Box 770
St. Johns, AZ 85936

RE Parcels: 106-68-008H & 106-68-008I

Dear Mr. Dahozy:

I am filing the attached Petition for Review of Real Property Valuation as the valuation does not seem to be in line with current market values.

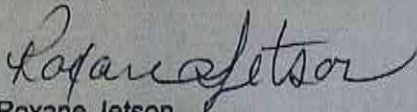
After review of recent sales, I was able to find 3 comparable properties in the vicinity of the parcels noted above. Their sales were recorded during the last half of the 2016 year.

106-68-014U Sold for \$8,000 and was 2 acres
106-68-020A Sold for \$5,000 and was 1 acre
106-68-007C Sold for \$12,000 and was 12 acres

Using these as the basis for my valuation, I come to a valuation of \$7,000 per parcel as the high end for these.

Thank you for your consideration.

Sincerely,


Roxane Jetson

Board of Equalization Appeals

Parcel Number 106-68-008H
Account Number R0011952
Property Owner Roxane Jetson
Property Location Vernon
Property Size 1.79 Acre
Property Type Vacant Land

	FCV	LPV	Class	Ratio
Notice of Value	\$ 20,943	\$ 20,943	2.R	15%
Owner's Opinion of Value	\$ 7,000	\$ 7,000	2.R	15%
Assessor Recommendation	\$ 17,900	\$ 17,900	2.R	15%

Summary

The assessor did a study of sale closer to the size of the subject property and
determined there should be a reduction in rate. The sale provided by the taxpayer
are outside of our study period of 1-1-15 through 9-30-16. The assessor's recommendation
is a Full Cash Value of \$17,900 and Limited Value of \$17,900

APACHE COUNTY ASSESSOR'S OFFICE

Appraiser Analysis

2018 VALUATION YEAR
ASSESSOR LEVEL

Assessor's Representative: ANASTASIA SMITH

GENERAL INFORMATION

Parcel	106-68-008-H
Account No	R0011952
Owner	JETSON, ROXANE
Neighborhood	3.03 VERNON 1

2018 NOTICE OF VALUE			
FCV	\$20,943	Class	02.R
LPV	\$20,943	Ratio	15%

OWNER'S OPINION OF VALUE			
FCV	\$7,000	Class	N/A
LPV	\$7,000	Ratio	N/A

ASSESSOR RECOMMENDATIONS			
FCV	\$17,900	Class	02.R
LPV	\$17,900	Ratio	15%

SUBJECT PROPERTY	LAND CODE:	03.03.0133 - (106) ALL MEETS AND BOUNDS AND NON-UNIFORM SUBDIVISIONS 0 TO 2.00 ACRES PER ACRE
-------------------------	-------------------	---

Subject	Sale Date:	Sales Price:	SP/SITE:
----------------	-------------------	---------------------	-----------------

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Legal Class	Ratio	FCV	FCV/ACRE	Notes
106-68-008-H	1.79	03.03	ACRE	02.R	15%	20,943	11,700	APACHE WOODLAND ESTATES LOT 8
Adjusted Land Rate:						17,900	10,000	

ASSESSOR EQUITY COMPARABLES

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Legal Class	Ratio	FCV	FCV/ACRE	Notes
106-41-024-I	1.53	03.03	ACRE	02.R	15%	17,901	11,700	MEETS & BOUNDS SEC 19 T10N R24E
106-39-011-H	1.17	03.03	ACRE	02.R	15%	13,389	11,700	MEETS & BOUNDS SEC 18 T10N R24E
106-41-016-B	0.38	03.03	ACRE	02.R	15%	4,446	11,700	MEETS & BOUNDS SEC 19 T10N R24E
Median						13,389	11,700	

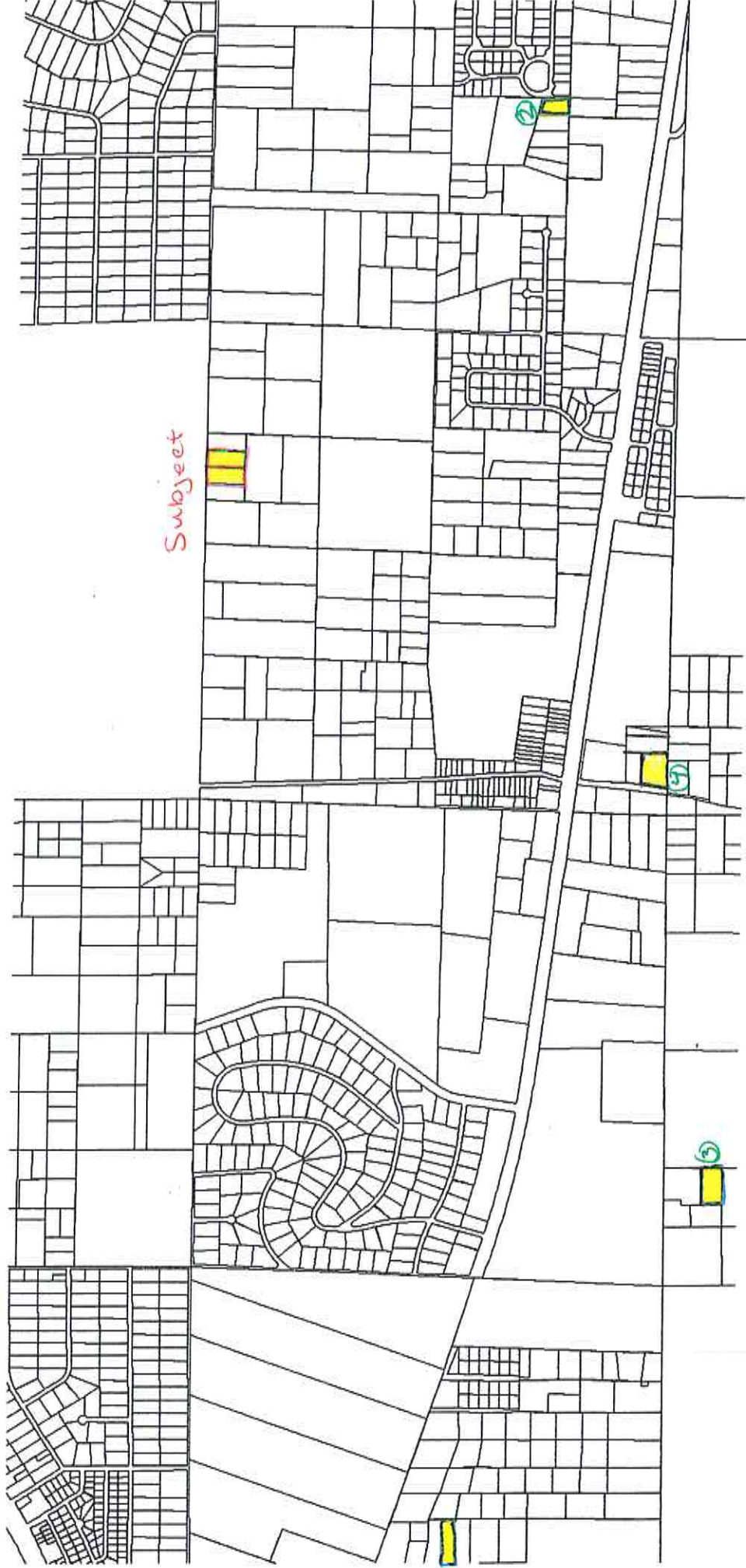
ASSESSOR (SALES) MARKET APPROACH

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Time Adjusted Sale Price	Sale Date	SP/ACRE	Notes
106-84-036	1.78	03.03	ACRE	26,700	06/01/16	\$15,000	MEETS & BOUNDS SEC 9 T10N R24E
106-71-019-G	1.50	03.03	ACRE	13,500	06/01/16	\$9,000	MEETS & BOUNDS SEC 12 T10N R24E
106-52-003-J	2.00	03.03	ACRE	22,081	08/01/15	\$11,031	MEETS & BOUNDS SEC 15 T10N R24E
106-51-002-K	1.50	03.03	ACRE	20,500	07/01/16	\$13,667	MEETS & BOUNDS SEC 11 T10N R24E
Median				21,281		\$12,349	

OWNER'S (SALES) MARKET APPROACH

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Sale Price	Sale Date	SP/ACRE	Notes
106-68-014-U	2.00	03.03	ACRE	8,000	10/01/16	\$4,000	INTERNET SELLER SOLD AFTER STUDY PERIOD
106-68-020-A	1.00	03.03	ACRE	5,000	10/01/16	\$5,000	SOLD AFTER STUDY PERIOD
106-68-007-C	12.00	03.03	ACRE	12,000	08/01/16	\$1,000	DIFFERENT RATE, EXCESS LAND DIFFERENCE.
Median				8,000		\$4,000	

420



Subject

Comparables

2

3

4

5

Board of Equalization Appeals

Exhibit
"A"
Recommendation

Parcel Number 106-68-0081
Account Number R0011953
Property Owner Roxane Jetson
Property Location Vernon
Property Size 1.79 Acre
Property Type Vacant Land

	FCV	LPV	Class	Ratio
Notice of Value	\$ 20,943	\$ 20,943	2.R	15%
Owner's Opinion of Value	\$ 7,000	\$ 7,000	2.R	15%
Assessor Recommendation	\$ 17,900	\$ 17,900	2.R	15%

Summary

The assessor did a study of sale closer to the size of the subject property and
determined there should be a reduction in rate. The sale provided by the taxpayer
are outside of our study period of 1-1-15 through 9-30-16. The assessor's recommendation
is a Full Cash Value of \$17,900 and Limited Value of \$17,900

① 17,900
of purchase
@ 17,900

7,339. - per parcel



APACHE COUNTY ASSESSOR'S OFFICE

Appraiser Analysis

2018 VALUATION YEAR
ASSESSOR LEVEL



Assessor's Representative: ANASTASIA SMITH

GENERAL INFORMATION

Parcel	106-68-008-1
Account No	R0011953
Owner	JETSON, ROXANE
Neighborhood	3.03 VERNON 1

2018 NOTICE OF VALUE			
FCV	\$20,943	Class	02.R
LPV	\$20,943	Ratio	15%

OWNER'S OPINION OF VALUE			
FCV	\$7,000	Class	N/A
LPV	\$7,000	Ratio	N/A

ASSESSOR RECOMMENDATIONS			
FCV	\$17,900	Class	02.R
LPV	\$17,900	Ratio	15%

SUBJECT PROPERTY			LAND CODE:	03.03.0133 - (106) ALL MEETS AND BOUNDS AND NON-UNIFORM SUBDIVISIONS 0 TO 2.00 ACRES PER ACRE
------------------	--	--	------------	---

Subject		Sale Date:		Sales Price:		SP/SITE:		
Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Legal Class	Ratio	FCV	FCV/ACRE	Notes
106-68-008-1	1.79	03.03	ACRE	02.R	15%	20,943	11,700	APACHE WOODLAND ESTATES LOT 8
Adjusted Land Rate:						17,900	10,000	

ASSESSOR EQUITY COMPARABLES

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Legal Class	Ratio	FCV	FCV/ACRE	Notes
106-41-024-I	1.53	03.03	ACRE	02.R	15%	17,901	11,700	MEETS & BOUNDS SEC 19 T10N R24E
106-39-011-H	1.17	03.03	ACRE	02.R	15%	13,389	11,700	MEETS & BOUNDS SEC 18 T10N R24E
106-41-016-B	0.38	03.03	ACRE	02.R	15%	4,446	11,700	MEETS & BOUNDS SEC 19 T10N R24E
Median						13,389	11,700	

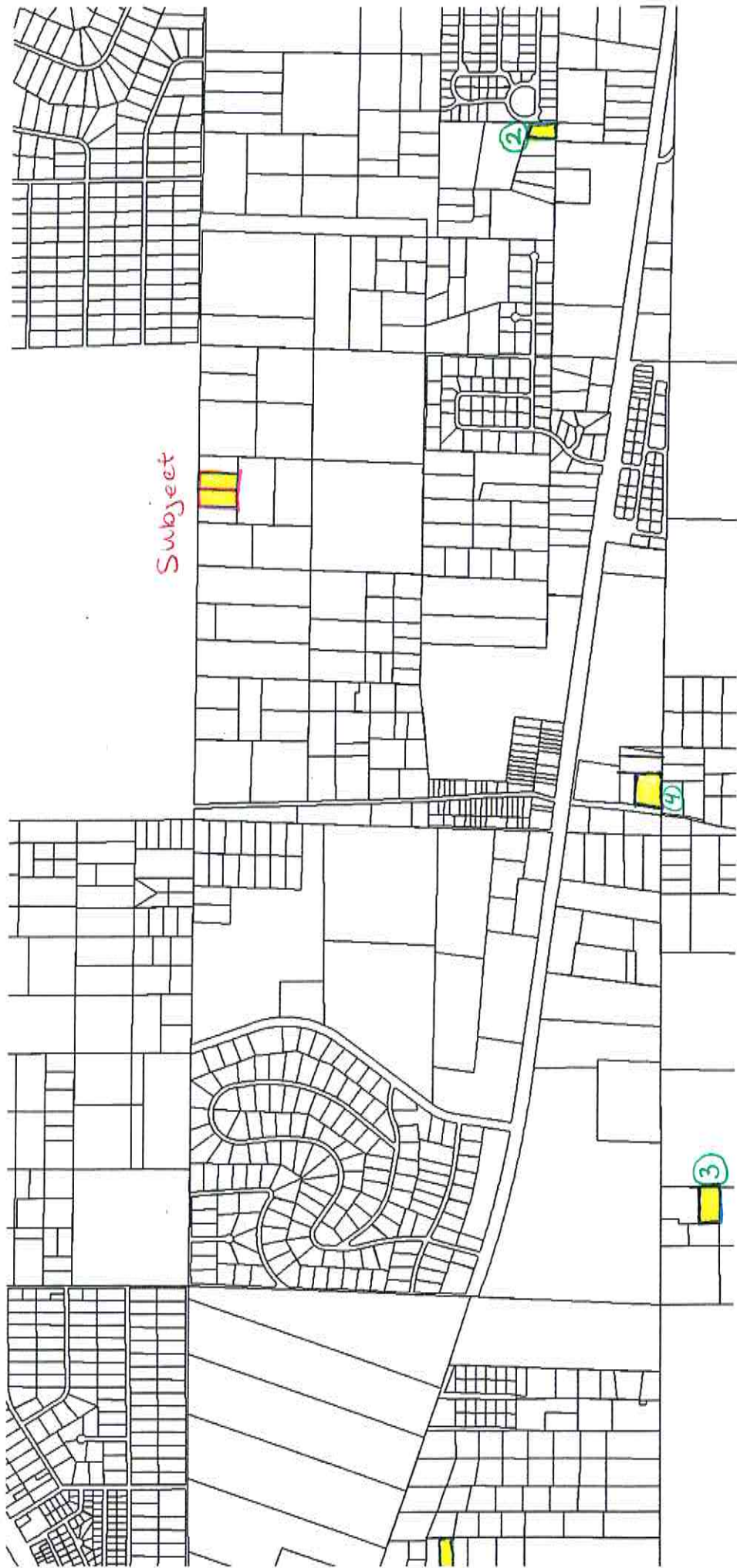
ASSESSOR (SALES) MARKET APPROACH

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Time Adjusted Sale Price	Sale Date	SP/ACRE	Notes
106-84-036	1.78	03.03	ACRE	26,700	06/01/16	\$15,000	MEETS & BOUNDS SEC 9 T10N R24E
106-71-019-G	1.50	03.03	ACRE	13,500	06/01/16	\$9,000	MEETS & BOUNDS SEC 12 T10N R24E
106-52-003-J	2.00	03.03	ACRE	22,061	08/01/15	\$11,031	MEETS & BOUNDS SEC 15 T10N R24E
106-51-002-K	1.50	03.03	ACRE	20,500	07/01/16	\$13,667	MEETS & BOUNDS SEC 11 T10N R24E
Median				21,281		\$12,349	

OWNER'S (SALES) MARKET APPROACH

Parcel #	Acres	Neighborhood	Valuation Unit of Measure	Sale Price	Sale Date	SP/ACRE	Notes
106-68-014-U	2.00	03.03	ACRE	8,000	10/01/16	\$4,000	INTERNET SELLER SOLD AFTER STUDY PERIOD
106-68-020-A	1.00	03.03	ACRE	5,000	10/01/16	\$5,000	SOLD AFTER STUDY PERIOD
106-68-007-C	12.00	03.03	ACRE	12,000	08/01/16	\$1,000	DIFFERENT RATE, EXCESS LAND DIFFERENCE.
Median				8,000		\$4,000	

1
2
3
4



Subject

Comparables



Rodger Dahozy

Apache County Assessor

PO Box 770

St Johns, AZ 85936

The assessor's office made an appointment to meet the Taxpayer at his property to conduct a field review.

This field review revealed the home on the property was in very bad shape. The foundation was falling and there were holes in the roof and walls.

The assessor's office has determined the home is in salvage condition.

Assessor's recommendation is to lower the Full Cash Value and Limited Property Value as stated on the attached Stipulated Agreement.

*S. H. H. H. H. H.
Assessor*

Apache County Assessor's Office

75 W Cleveland
St. Johns, AZ 85936



In the Matter of:

Paul Smith
PO Box 2304
St Johns, Arizona 85736
Parcel Number: 205-31-004
Account Number: R0039989

Stipulated Agreement

After consideration of all verifiable information, The Petitioner and Respondents hereby agree that the valuation for the tax year 2018 to be revised as follows:

Taxable Value Determination:

Account Number:	FCV		LPV	
	Original	Recommended	Original	Recommended
Total	\$90,481	\$17,181	\$40,138	\$13,297

The parties respectfully agreed upon the above stated Revised Taxable Value as stated above.

Paul Smith

7-31-17

Owner/Agent/Attorney:

Date:

Dennis Jones

7/31/17

Apache County Assessor's Office Representative

Date:

Apache County Assessor
 PO Box 770
 St. Johns, AZ 85936

**ASSESSOR
 NOTICE OF DECISION**



Rodger Dahozy, Assessor
 Phone: (928) 337-7624
 Hours: Monday thru Thursday
 6:30 AM to 5:30 PM

RECEIVED

JUN 22 2017

**Board of Supervisors
 Apache County, AZ**

Owner SMITH PAUL SS P.O. BOX 2304 ST JOHNS, AZ 85936	Property Description (May be incomplete) Section: 3 Township: 17N Range: 29W NW1/4 NW1/4 SEC 3, T17N, R29E 40AC
--	--

Tax Year: 2018	Account Number: R0039989	Parcel Number: 205-31-004
Protest Date: 05/02/2017	Review Number: PR-18-000116	Account Status: Active
Mail Date: 06/16/2017		

Dear Property Owner,

The Apache County Assessor's Office has completed the review of the subject property and has determined the Limited, Full Cash, and Assessed Values as set forth below:

Account #	Parcel #	Notice of Value				Assessor Decision			
		Class	Ratio	FCV	LPV	Class	Ratio	FCV	LPV
R0039989	205-31-004	02.R	0.150	\$9,450	\$4,192	02.R	0.150	\$9,450	\$4,192
		03.1	0.100	\$81,031	\$35,946	03.1	0.100	\$81,031	\$35,946
		No Change. No access to property. Appraiser will need to field check condition of home. Please contact office to set up appointment with an appraiser to check condition. Property Description: Section: 3 Township: 17N Range: 29W NW1/4 NW1/4 SEC 3, T17N, R29E 40AC							

Pursuant to A.R.S. 42-16056, if the Assessor granted the relief requested by the property owner, or if the property owner and Assessor reached an agreement during the review period, this decision may not be appealed further.

If all or part of the petitioner request is denied an appeal may be filed with the County Board of Equalization or Superior Court within twenty-five days of this notice. A person shall not raise any issue with the County Board of Equalization if the issue was not included in the petition for review with the Assessor. PLEASE FILE A COPY OF THIS ASSESSOR NOTICE OF DECISION WITH YOUR COUNTY BOARD OF EQUALIZATION APPEAL.

Signature of Assessor Representative

Assessor's Responsibility:

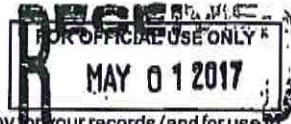
It is the responsibility of the Assessor to locate, identify and appraise at current market value locally assessable property subject to ad valorem taxes and to process exemptions specified by law. The Assessor has no jurisdiction or responsibility for budgets, tax rates or amounts of taxes paid. These matters are the responsibility of the various agencies performing the services supported by property taxes, such as county government, city government, school districts and other taxing districts.

PETITION FOR REVIEW OF REAL PROPERTY VALUATION

PURSUANT TO A.R.S. TITLE 42, Ch. 16, Art. 3 and Ch. 16, Art. 1-5

FILED FOR TAX YEAR 2018

See Instructions for complete filing information



- In all counties, mail or hand deliver one copy of this completed petition to the County Assessor. Retain a copy for your records (and for use in possible further appeals). Taxpayers receiving a Notice of Value have sixty days from the date the notice was mailed to file this petition. United States Postal Service postmark dates are evidence of the dates petitions were filed and decisions were mailed.
- The County Assessor may reject any petition not meeting statutory requirements. Only one petition for each parcel or economic unit will be accepted. Any duplicate petition(s) will be returned.

COMPLETE SECTIONS 1 THROUGH 10 WHERE APPLICABLE. TYPE OR PRINT

- DATE FILED 4-25-17 COUNTY Apache PARCEL NUMBER 205-31-004
- PROPERTY ADDRESS OR LEGAL DESCRIPTION: Tract: 2, Section: 3, Township: 17, Range: 29NW4 NW 1/4 Sec 3, T17N, R29E, 40AC
- IF THIS IS A MULTIPLE PARCEL APPEAL CHECK HERE . ATTACH A MULTIPLE PARCEL APPEAL FORM (DOR 82131). SEE INSTRUCTIONS.
- USE OF PROPERTY: COMMERCIAL / INDUSTRIAL (SPECIFY TYPE: Apartment, Office, Warehouse, etc.)
 VACANT LAND AGRICULTURAL OTHER 3-1 Primary Residence

5A. OWNER'S NAME
Paul Smith
 NAME P.O. Box 2304
 ADDRESS St. Johns, AZ 85936
 CITY, STATE, ZIP CODE

5B. MAIL DECISION TO: (IF DIFFERENT THAN 5A)
 NAME _____
 ADDRESS _____
 CITY, STATE, ZIP CODE _____

5C. IF OWNERSHIP HAS CHANGED CHECK HERE . ATTACH RECORDED DOCUMENTATION.

6. PETITION COMPLETED BY: (Specify Owner, Agent, Attorney, etc.) OWNER
Paul Smith
 NAME P.O. Box 2304, St. Johns, AZ 85936
 ADDRESS _____ TELEPHONE _____
 CITY, STATE, ZIP CODE _____

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER _____ STATE BOARD OF EQUALIZATION NUMBER _____

7. BASIS FOR PETITION: MARKET SALES APPROACH COST APPROACH INCOME APPROACH OTHER (explain below)
 Additional documents submitted must contain the parcel number and be attached to the petition in order to be considered by the Assessor. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation or changing the classification of the property.
Condition of Affixed Property: The dilapidated House on the property is beyond repair and is only fit for storage. The well is the only other permanently affixed object on the property. Please note the enclosed letter sent to the Assessor's office on 4-17-17

8. VALUE SHOWN ON NOTICE OF VALUE	FULL CASH VALUE \$ <u>90,481</u>	LIMITED PROPERTY VALUE \$ <u>40,138</u>	PROPERTY CLASS <u>M</u>	ASMT RATIO <u>.11</u>
9. OWNER'S OPINION OF VALUE	FULL CASH VALUE \$ <u>50,000</u>	LIMITED PROPERTY VALUE \$ _____	PROPERTY CLASS <u>M</u>	ASMT RATIO _____

10. I HEREBY AFFIRM THAT THE INFORMATION INCLUDED OR ATTACHED IS TRUE AND CORRECT.
Paul Smith
 SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE
 TELEPHONE _____ EMAIL _____

TO REQUEST A MEETING WITH THE ASSESSOR CHECK HERE
FOR SBOE (IN MARICOPA AND PIMA COUNTIES ONLY):
 If you want this appeal to be heard "On The Record" check here.
 This means that neither you, the Assessor, your Agent, or Attorney (if applicable) will appear before the State Board of Equalization to offer testimony. Submit any additional written or typed information with this appeal to the SBOE.

ASSESSOR'S DECISION	FULL CASH VALUE \$ _____	LIMITED PROPERTY VALUE \$ _____	PROPERTY CLASS _____	ASMT RATIO _____
BASIS FOR DECISION: _____				
DATE RECEIVED _____	DATE DECISION MAILED _____	REVIEWED BY _____	ASSESSOR OR CHIEF DEPUTY _____	
COUNTY BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$ _____	LIMITED PROPERTY VALUE \$ _____	PROPERTY CLASS _____	ASMT RATIO _____
BASIS FOR DECISION: _____				
DATE RECEIVED _____	DATE DECISION MAILED _____	CHAIRMAN OR CLERK OF THE BOARD _____		

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

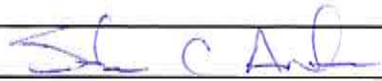
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance _____

Date/Signature: _____



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

Request approval of demands as distributed to the Apache County Board of Supervisors between August 21, 2017 to September 5, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

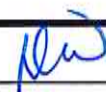
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057788	09/05/2017	Accounts Payable	AGUERO, ROBIN R	753.11
Open	NBAZ - Warrant Clearing Account	Check	1057789	09/05/2017	Accounts Payable	ALLEGRA	803.22
Open	NBAZ - Warrant Clearing Account	Check	1057790	09/05/2017	Accounts Payable	ALSCO INC	154.22
Open	NBAZ - Warrant Clearing Account	Check	1057791	09/05/2017	Accounts Payable	AMAZON COM INC	4,526.92
Open	NBAZ - Warrant Clearing Account	Check	1057792	09/05/2017	Accounts Payable	AMERICAS BEST VALUE INN	498.22
Open	NBAZ - Warrant Clearing Account	Check	1057793	09/05/2017	Accounts Payable	APACHE COUNTY	91.42
Open	NBAZ - Warrant Clearing Account	Check	1057794	09/05/2017	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1057795	09/05/2017	Accounts Payable	APACHE COUNTY SCHOOLS CONSORTIUM	58,920.00
Open	NBAZ - Warrant Clearing Account	Check	1057796	09/05/2017	Accounts Payable	APPLEGATE, SHELLY	79.60
Open	NBAZ - Warrant Clearing Account	Check	1057797	09/05/2017	Accounts Payable	ARIZONA ASSOCIATION OF CONSERVATION DISTRICTS	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1057798	09/05/2017	Accounts Payable	ASHTONS REPAIR INC	177.52
Open	NBAZ - Warrant Clearing Account	Check	1057799	09/05/2017	Accounts Payable	ASPEN TIRE & OIL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1057800	09/05/2017	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,580.00
Open	NBAZ - Warrant Clearing Account	Check	1057801	09/05/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	259.52
Open	NBAZ - Warrant Clearing Account	Check	1057802	09/05/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	423.22
Open	NBAZ - Warrant Clearing Account	Check	1057803	09/05/2017	Accounts Payable	BAURTO, MALENA GENEVIEVE	402.02
Open	NBAZ - Warrant Clearing Account	Check	1057804	09/05/2017	Accounts Payable	BEACON FIRE AND SECURITY LLC	316.00
Open	NBAZ - Warrant Clearing Account	Check	1057805	09/05/2017	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	76.62
Open	NBAZ - Warrant Clearing Account	Check	1057806	09/05/2017	Accounts Payable	BILTMORE PSYCHIATRIC GROUP	500.00
Open	NBAZ - Warrant Clearing Account	Check	1057807	09/05/2017	Accounts Payable	BLACK DIAMOND AUTO GLASS II	217.74
Open	NBAZ - Warrant Clearing Account	Check	1057808	09/05/2017	Accounts Payable	BLAIR, RICHARD A	585.24
Open	NBAZ - Warrant Clearing Account	Check	1057809	09/05/2017	Accounts Payable	BOB BARKER COMPANY INC	2,243.39
Open	NBAZ - Warrant Clearing Account	Check	1057810	09/05/2017	Accounts Payable	BOB BERG DESIGNS & BUCKLES	784.00
Open	NBAZ - Warrant Clearing Account	Check	1057811	09/05/2017	Accounts Payable	BODDEKER, MARY EMILY	308.10
Open	NBAZ - Warrant Clearing Account	Check	1057812	09/05/2017	Accounts Payable	BOND, BETH	216.68
Open	NBAZ - Warrant Clearing Account	Check	1057813	09/05/2017	Accounts Payable	BOOT BARN	518.86
Open	NBAZ - Warrant Clearing Account	Check	1057814	09/05/2017	Accounts Payable	BRAD PETERSON B & B FABRICATIONS	75.00
Open	NBAZ - Warrant Clearing Account	Check	1057815	09/05/2017	Accounts Payable	BRADCO	2,705.49
Open	NBAZ - Warrant Clearing Account	Check	1057816	09/05/2017	Accounts Payable	BULWARK EXTERMINATING LLC	150.00
Open	NBAZ - Warrant Clearing Account	Check	1057817	09/05/2017	Accounts Payable	CDW GOVERNMENT LLC	614.01
Open	NBAZ - Warrant Clearing Account	Check	1057818	09/05/2017	Accounts Payable	CLYDE, VICTOR J	391.26
Open	NBAZ - Warrant Clearing Account	Check	1057819	09/05/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	198.26
Open	NBAZ - Warrant Clearing Account	Check	1057820	09/05/2017	Accounts Payable	CROSBY, FERRIN	347.56
Open	NBAZ - Warrant Clearing Account	Check	1057821	09/05/2017	Accounts Payable	CURTIS, ROGER STUART	1,167.78
Open	NBAZ - Warrant Clearing Account	Check	1057822	09/05/2017	Accounts Payable	CZARNYSZKA, SUEANNE K	586.58
Open	NBAZ - Warrant Clearing Account	Check	1057823	09/05/2017	Accounts Payable	DAYS INN & SUITES	614.64
Open	NBAZ - Warrant Clearing Account	Check	1057824	09/05/2017	Accounts Payable	DIAZ, CECILIA	308.10
Open	NBAZ - Warrant Clearing Account	Check	1057825	09/05/2017	Accounts Payable	DISH NETWORK	135.96
Open	NBAZ - Warrant Clearing Account	Check	1057826	09/05/2017	Accounts Payable	DISH NETWORK	106.12
Open	NBAZ - Warrant Clearing Account	Check	1057827	09/05/2017	Accounts Payable	DISH NETWORK	63.48
Open	NBAZ - Warrant Clearing Account	Check	1057828	09/05/2017	Accounts Payable	EAGAR, BRANNON	65.00
Open	NBAZ - Warrant Clearing Account	Check	1057829	09/05/2017	Accounts Payable	ELECTIONS SYSTEMS AND SOFTWARE	2,560.39
Open	NBAZ - Warrant Clearing Account	Check	1057830	09/05/2017	Accounts Payable	EMBASSY SUITES	189.12
Open	NBAZ - Warrant Clearing Account	Check	1057831	09/05/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	4,565.57
Open	NBAZ - Warrant Clearing Account	Check	1057832	09/05/2017	Accounts Payable	FRONTIER	102.57
Open	NBAZ - Warrant Clearing Account	Check	1057833	09/05/2017	Accounts Payable	FRONTIER	845.80

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057834	09/05/2017	Accounts Payable	FRONTIER	122.00
Open	NBAZ - Warrant Clearing Account	Check	1057835	09/05/2017	Accounts Payable	G & K SERVICES INC	17.41
Open	NBAZ - Warrant Clearing Account	Check	1057836	09/05/2017	Accounts Payable	GALL'S INC	456.56
Open	NBAZ - Warrant Clearing Account	Check	1057837	09/05/2017	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,182.80
Open	NBAZ - Warrant Clearing Account	Check	1057838	09/05/2017	Accounts Payable	GROWMAIL	1,577.85
Open	NBAZ - Warrant Clearing Account	Check	1057839	09/05/2017	Accounts Payable	GUINN, ADA C	111.51
Open	NBAZ - Warrant Clearing Account	Check	1057840	09/05/2017	Accounts Payable	GUINN, RICHARD C	750.00
Open	NBAZ - Warrant Clearing Account	Check	1057841	09/05/2017	Accounts Payable	GURLEY MOTOR CO	70.58
Open	NBAZ - Warrant Clearing Account	Check	1057842	09/05/2017	Accounts Payable	HALL, STEVEN WAYNE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1057843	09/05/2017	Accounts Payable	HENSON, AMANDA	245.93
Open	NBAZ - Warrant Clearing Account	Check	1057844	09/05/2017	Accounts Payable	HILL, PATRICIA	308.10
Open	NBAZ - Warrant Clearing Account	Check	1057845	09/05/2017	Accounts Payable	HILL AZ GROCERY STORE	626.89
Open	NBAZ - Warrant Clearing Account	Check	1057846	09/05/2017	Accounts Payable	HILLYARD/FLAGSTAFF	905.12
Open	NBAZ - Warrant Clearing Account	Check	1057847	09/05/2017	Accounts Payable	HOME DEPOT	1,491.45
Open	NBAZ - Warrant Clearing Account	Check	1057848	09/05/2017	Accounts Payable	HUGHES SUPPLY INC. (LAKESIDE)	293.05
Open	NBAZ - Warrant Clearing Account	Check	1057849	09/05/2017	Accounts Payable	INGRAM LIBRARY SERVICES	836.88
Open	NBAZ - Warrant Clearing Account	Check	1057850	09/05/2017	Accounts Payable	JURY SYSTEMS INCORPORATED	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1057851	09/05/2017	Accounts Payable	KIMBALL EQUIPMENT COMPANY	2,208.27
Open	NBAZ - Warrant Clearing Account	Check	1057852	09/05/2017	Accounts Payable	KONICA MINOLTA	35.46
Open	NBAZ - Warrant Clearing Account	Check	1057853	09/05/2017	Accounts Payable	LIVCO WATER & SEWER COMPANY	44.95
Open	NBAZ - Warrant Clearing Account	Check	1057854	09/05/2017	Accounts Payable	MADRID, MICHAEL E	350.00
Open	NBAZ - Warrant Clearing Account	Check	1057855	09/05/2017	Accounts Payable	MCKESSON MEDICAL SURGICAL	1,837.68
Open	NBAZ - Warrant Clearing Account	Check	1057856	09/05/2017	Accounts Payable	MOORE MEDICAL LLC	773.23
Open	NBAZ - Warrant Clearing Account	Check	1057857	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	1,476.95
Open	NBAZ - Warrant Clearing Account	Check	1057858	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	468.95
Open	NBAZ - Warrant Clearing Account	Check	1057859	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 1587	645.98
Open	NBAZ - Warrant Clearing Account	Check	1057860	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	2,365.90
Open	NBAZ - Warrant Clearing Account	Check	1057861	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	2,582.78
Open	NBAZ - Warrant Clearing Account	Check	1057862	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	587.23
Open	NBAZ - Warrant Clearing Account	Check	1057863	09/05/2017	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	1,303.24
Open	NBAZ - Warrant Clearing Account	Check	1057864	09/05/2017	Accounts Payable	NATIONAL CENTER FOR VICTIMS OF CRIME INC	950.00
Open	NBAZ - Warrant Clearing Account	Check	1057865	09/05/2017	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC	935.00
Open	NBAZ - Warrant Clearing Account	Check	1057866	09/05/2017	Accounts Payable	NAVAJO SANITATION INC	288.75
Open	NBAZ - Warrant Clearing Account	Check	1057867	09/05/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	30.82
Open	NBAZ - Warrant Clearing Account	Check	1057868	09/05/2017	Accounts Payable	NAVAJO WESTERNERS	7.53
Open	NBAZ - Warrant Clearing Account	Check	1057869	09/05/2017	Accounts Payable	ORIENTAL TRADING COMPANY	47.46
Open	NBAZ - Warrant Clearing Account	Check	1057870	09/05/2017	Accounts Payable	OVERDRIVE INC	1,446.72
Open	NBAZ - Warrant Clearing Account	Check	1057871	09/05/2017	Accounts Payable	PAGE STEEL	828.08
Open	NBAZ - Warrant Clearing Account	Check	1057872	09/05/2017	Accounts Payable	PARKS, BEVERLY	199.43
Open	NBAZ - Warrant Clearing Account	Check	1057873	09/05/2017	Accounts Payable	PERFECT PRINTZ LLC	82.00
Open	NBAZ - Warrant Clearing Account	Check	1057874	09/05/2017	Accounts Payable	POSITIVE PROMOTIONS	479.02
Open	NBAZ - Warrant Clearing Account	Check	1057875	09/05/2017	Accounts Payable	PRIDE GROUP LLC	887.53
Open	NBAZ - Warrant Clearing Account	Check	1057876	09/05/2017	Accounts Payable	PUENTE, GEORGE C Junior	39.00
Open	NBAZ - Warrant Clearing Account	Check	1057877	09/05/2017	Accounts Payable	QUILL CORP	2,848.97
Open	NBAZ - Warrant Clearing Account	Check	1057878	09/05/2017	Accounts Payable	RUPP, ALEXANDRA NICOLA A	300.00
Open	NBAZ - Warrant Clearing Account	Check	1057879	09/05/2017	Accounts Payable	RUSH TRUCK CENTER	149.16

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057880	09/05/2017	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1057881	09/05/2017	Accounts Payable	SAFE RESTRAINTS INC	1,362.12
Open	NBAZ - Warrant Clearing Account	Check	1057882	09/05/2017	Accounts Payable	SAFEWAY INC	25.12
Open	NBAZ - Warrant Clearing Account	Check	1057883	09/05/2017	Accounts Payable	SANDOVAL, PATRICK J	33.59
Open	NBAZ - Warrant Clearing Account	Check	1057884	09/05/2017	Accounts Payable	SANOFI PASTEUR INC	188.42
Open	NBAZ - Warrant Clearing Account	Check	1057885	09/05/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	2,631.04
Open	NBAZ - Warrant Clearing Account	Check	1057886	09/05/2017	Accounts Payable	SHEPHERD, ALTON JOE	15.07
Open	NBAZ - Warrant Clearing Account	Check	1057887	09/05/2017	Accounts Payable	SMALLEY, DEBRA STUART	535.00
Open	NBAZ - Warrant Clearing Account	Check	1057888	09/05/2017	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	83.34
Open	NBAZ - Warrant Clearing Account	Check	1057889	09/05/2017	Accounts Payable	ST JOHNS GLASS	10.00
Open	NBAZ - Warrant Clearing Account	Check	1057890	09/05/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	135.78
Open	NBAZ - Warrant Clearing Account	Check	1057891	09/05/2017	Accounts Payable	TANDY'S MUFFLER SHOP	311.94
Open	NBAZ - Warrant Clearing Account	Check	1057892	09/05/2017	Accounts Payable	THE LAW OFFICE OF ELIZABETH M HALE	814.00
Open	NBAZ - Warrant Clearing Account	Check	1057893	09/05/2017	Accounts Payable	TJP COMMUNICATIONS	1,244.11
Open	NBAZ - Warrant Clearing Account	Check	1057894	09/05/2017	Accounts Payable	TOWERING HOUSE EVENT SERVICES LLC	99.75
Open	NBAZ - Warrant Clearing Account	Check	1057895	09/05/2017	Accounts Payable	TRANSTAR INDUSTRIES INC	227.51
Open	NBAZ - Warrant Clearing Account	Check	1057896	09/05/2017	Accounts Payable	TRINITY SERVICES GROUP INC	15,176.65
Open	NBAZ - Warrant Clearing Account	Check	1057897	09/05/2017	Accounts Payable	TRUE MEASURE SOLUTIONS LLC	178.00
Open	NBAZ - Warrant Clearing Account	Check	1057898	09/05/2017	Accounts Payable	TROSIE, CRAIG	39.00
Open	NBAZ - Warrant Clearing Account	Check	1057899	09/05/2017	Accounts Payable	UNIFIRST CORPORATION	37.12
Open	NBAZ - Warrant Clearing Account	Check	1057900	09/05/2017	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	136.62
Open	NBAZ - Warrant Clearing Account	Check	1057901	09/05/2017	Accounts Payable	WHITE MOUNTAIN PURIFIED WATER & ICE	217.50
Open	NBAZ - Warrant Clearing Account	Check	1057902	09/05/2017	Accounts Payable	WOODLAND BUILDING CENTER	96.89
Open	NBAZ - Warrant Clearing Account	Check	1057903	09/05/2017	Accounts Payable	WORLD OF TRAVEL	499.94
Open	NBAZ - Warrant Clearing Account	Check	1057904	09/05/2017	Accounts Payable	YOUNG, JOSEPH	175.85
Open	NBAZ - Warrant Clearing Account	Check	1057905	09/05/2017	Accounts Payable	YOUNGS FUTURE TIRE	11,082.20
Open	NBAZ - Warrant Clearing Account	Check	1057943	09/05/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	1,085.03
Open	NBAZ - Warrant Clearing Account	Check	1057944	09/05/2017	Accounts Payable	APACHE COUNTY FSA	225.21
Open	NBAZ - Warrant Clearing Account	Check	1057945	09/05/2017	Accounts Payable	APACHE COUNTY HSA	3,246.67
Open	NBAZ - Warrant Clearing Account	Check	1057946	09/05/2017	Accounts Payable	APACHE COUNTY MEDICAL	161,941.15
Open	NBAZ - Warrant Clearing Account	Check	1057947	09/05/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	140,395.73
Open	NBAZ - Warrant Clearing Account	Check	1057948	09/05/2017	Accounts Payable	APACHE COUNTY TREASURER	88.26
Open	NBAZ - Warrant Clearing Account	Check	1057949	09/05/2017	Accounts Payable	ASRS LEGACY EORP	1,089.96
Open	NBAZ - Warrant Clearing Account	Check	1057950	09/05/2017	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1057951	09/05/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	96,019.87
Open	NBAZ - Warrant Clearing Account	Check	1057952	09/05/2017	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	222.00
Open	NBAZ - Warrant Clearing Account	Check	1057953	09/05/2017	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1057954	09/05/2017	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,281.28
Open	NBAZ - Warrant Clearing Account	Check	1057955	09/05/2017	Accounts Payable	CORRECTIONS OFFICER RET PLAN	7,273.19
Open	NBAZ - Warrant Clearing Account	Check	1057956	09/05/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,206.34
Open	NBAZ - Warrant Clearing Account	Check	1057957	09/05/2017	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1057958	09/05/2017	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1057959	09/05/2017	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1057960	09/05/2017	Accounts Payable	GURSTEL LAW FIRM PC	178.85
Open	NBAZ - Warrant Clearing Account	Check	1057961	09/05/2017	Accounts Payable	INTERNAL REVENUE SERVICE	339.31
Open	NBAZ - Warrant Clearing Account	Check	1057962	09/05/2017	Accounts Payable	NATIONWIDE	1,955.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1057963	09/05/2017	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1057964	09/05/2017	Accounts Payable	NATIONWIDE TRUST FSB	767.00
Open	NBAZ - Warrant Clearing Account	Check	1057965	09/05/2017	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1057966	09/05/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,699.10
Open	NBAZ - Warrant Clearing Account	Check	1057967	09/05/2017	Accounts Payable	PUBLIC SAFETY SHERIFF RET	45,049.62
Open	NBAZ - Warrant Clearing Account	Check	1057968	09/05/2017	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1057969	09/05/2017	Accounts Payable	SECURITY BENEFIT GROUP	650.00
Open	NBAZ - Warrant Clearing Account	Check	1057970	09/05/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	2,279.89
Open	NBAZ - Warrant Clearing Account	Check	1057971	09/06/2017	Accounts Payable	AMAZON COM INC	9.00
Open	NBAZ - Warrant Clearing Account	Check	1057972	09/06/2017	Accounts Payable	BOWMAN, GLORIA	1,700.00
Open	NBAZ - Warrant Clearing Account	Check	1057973	09/06/2017	Accounts Payable	DEDMAN, JOSEPH Junior	116.00
Open	NBAZ - Warrant Clearing Account	Check	1057974	09/06/2017	Accounts Payable	LIVINGSTON, CEEJAYE	271.00
Open	NBAZ - Warrant Clearing Account	Check	1057975	09/11/2017	Accounts Payable	WENGERT, DELWIN	296.33

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

9/17/17

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:
Request approval of minutes dated August 21, 2017 and September 5, 2017.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

DW

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
August 21, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley. Also present were County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting. Supervisor Alton Joe Shepherd participated via the telephone.

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

Travis Simshauser led the Pledge of Allegiance.

Ferrin Crosby gave the invocation.

Chairman Shirley called for the Apache County Public Health Services District items.

Chris Sexton, Health Director requested approval of Intergovernmental Agreement #ADHS17-133163, Amendment 2 - Emergency Preparedness Program. This amendment is for the first budget period in the amount of two hundred eight thousand, nine hundred-eighteen dollars (\$208,918.00) of a Center for Disease Control (CDC) 5-year grant that is a continuance of the Public Health Emergency Preparedness (PHEP) Grant and the grant requires an in-kind match of twenty thousand, eight hundred ninety-one dollars (\$20,891.00). Mr. Shamley moved approval, seconded by Mr. Shepherd. Mr. Shamley asked where the funding was coming from for the match. Mr. Sexton stated the soft match comes from salaries of Health Department employees. A discussion was held regarding what area of the county the program covers. Vote was unanimous.

Chris Sexton, Health Director, requested approval of the Well Site Endorsement Policy. Ms. Sexton stated the well site endorsement fee was adopted March 6, 2008 by the Board of Supervisors and this policy clarifies the well requirements. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Shamley moved to adjourn, seconded by Mr. Shepherd. Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Ryan Patterson, Finance Director, requested adoption of the property tax levy for 2017-2018. **Mr. Shamley moved approval seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Wengert presented the Consent Items A-E and recommended approval. **Mr. Shepherd moved approval seconded by Mr. Shamley.** County Manager/Clerk of the Board: A Request approval of demands as distributed to the Apache County Board of Supervisors between August 7, 2017 to August 21, 2017. Payee Amount Shirley, Joe 2,079.38 Rogers, Kent 1,179.05

Stradling, Reed 1,491.56 Wilkins, Lane R 1,015.45 King, Walter Scott 1,239.77 Begay, Bernice Y 1,013.78 Burbank, Lorenzo 1,119.29 Elwood, Julius R 1,057.22 Bia, Johnnie 1,026.99 AMERICAN FAMILY LIFE ASSURANCE 1,085.03 APACHE COUNTY HSA 3,226.67 APACHE COUNTY MEDICAL 159,002.08 APACHE COUNTY TAX WITHHOLDING 136,630.80 ASRS LEGACY EORP1,089.96 AZ STATE RETIREMENT SYSTEM 95,130.78 COLONIAL LIFE AND ACCIDENT INS 1,256.35 CORRECTIONS OFFICER RET PLAN 7,037.32 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,833.82 EORP LEGACY 1,288.26 NATIONWIDE 1,955.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY SHERIFF RET 40,401.03 SUPPORT PAYMENT CLEARINGHOUSE 2,279.89 CORONADO LAW FIRM PLLC 2,047.00 4IMPRINT 4,092.87 ADLERHORST INTERNATIONAL LLC 3,000.00 ALLEGRA 2,089.53 AZ DEPT OF HEALTH SERVICES 1,415.00 BAUMAN HOME AND AUTO INC 1,605.86 BENDER, JUDITH A 6,500.00 BERGE FORD INC 120,800.50 BILLS DISCOUNT AUTO PARTS (NAPA) 2,147.28 BLUE HILLS ENVIRONMENTAL 1,606.02 BRADCO 15,995.07 BURNHAM MORTUARY 2,743.70 BURNHAM MORTUARY 2,163.65 CENTRAL RESTAURANT PRODUCTS 3,050.72 COURTESY CHEVROLET 102,197.71 DURHAM COMMUNICATIONS INC 3,267.74 ELECTRONIC CENTER INC 2,794.53 EMPIRE MACHINERY 44,793.51 FOUR CORNERS WELDING & GAS SUPPLY 5,671.30 GALL'S INC 1,827.17 GLAXO SMITHKLINE PHARMACY 1,288.76 HAWKER AND EVANS ASPHALT CO 127,376.22 HILLYARD/FLAGSTAFF 2,780.86 HOME DEPOT 1,293.27 HUGHES SUPPLY INC (LAKESIDE) 1,804.63 INLAND KENWORTH INC (FARMINGTON) 3,681.13 JCG TECHNOLOGIES INC 2,304.17 NATIONAL BUSINESS FURNITURE 2,189.65 NAVOPACHE ELECTRIC COOPERATIVE 10,512.42 O'REILLY AUTO PARTS 6,389.33 OMNISOURCE UNITED INC 1,056.76 PIMA COUNTY MEDICAL 6,900.00 POWERLINE TECHNOLOGIES INC 6,113.84 QUILL CORP 4,047.47 SANOFI PASTEUR INC 1,853.48 ST JOHNS CITY 3,109.58 TRINITY SERVICES GROUP INC 18,781.98 VALLEY AUTO PARTS 1,664.62 WRIGHT EXPRESS FSC 1,913.21 YOUNGS FUTURE TIRE 1,363.30 NATIONAL BANK OF ARIZONA 0085 3,358.45 CLAW, MARIE B 3,312.78 CLYDE, VICTOR J1,993.77 DAHOZY, RODGER 2,300.70 FULTON, LENORA Y 2,284.98 GRIMSLEY, DONNA J4,086.99 GUNNELS, BUTCH 2,112.35 HALL, CAROLYN S 1,794.90 VANDEMARK, RACHEL 4,002.87 WHITE, TOM M Junior 2,284.98 WHITING, MICHAEL B 4,459.81 YELLOWHORSE, JAY 3,046.87 AZ SUPREME COURT 4,964.59 BREWER LAW OFFICE PLLC 8,500.00 COWBOY UP HAY AND RANCH SUPPLY 1,205.33 DELL COMPUTER CORPORATION 2,338.21 DIAMOND DRUGS INC 2,453.01 DRAKE EQUIPMENT OF ARIZONA INC 1,968.92 GUINN, RICHARD C 1,590.00 HALL, STEVEN WAYNE 2,400.00 HAMBLIN LAW OFFICE PLC 8,500.00 HANCOCK, PAUL 3,288.91 HOME DEPOT 1,488.46 INGRAM LIBRARY SERVICES 3,564.33 KATHLEEN M MCGUIRE PSY D LLC 2,415.00 LATHAM, MICHAEL 1,100.89 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 LITTLE AMERICA HOTELS & RESORTS INC 1,248.21 NATIONAL DISTRICT ATTORNEYS ASSOC 1,300.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,347.90 NAVAJO TRIBAL UTILITY AUTHORITY 1,864.28 NAVOPACHE ELECTRIC COOPERATIVE 13,226.35 PATTERSON, DANA BRYCE 8,500.00 QUILL CORP 6,403.78 EDW LLC 1,620.00 RUSH TRUCK CENTER 2,334.64 SECURUS TECHNOLOGIES IN 2,860.19 ST JOHNS CITY 5,272.42 STEVENS, SHANE 2,000.00 TJP COMMUNICATIONS 2,362.56 VERIZON WIRELESS 2,213.73 WHITE MOUNTAIN PUBLISHING CO 2,449.96 OFFICE DEPOT

1,134.03 ROADS SAFE TRAFFIC SYSTEMS INC 8,861.76 SHEPHERD, ALTON JOE 1,558.50 AZ DEPT OF REVENUE 1,474.87 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated August 7, 2017. C. Request approval of a Fireworks Permit for Concho Fire Department for fireworks display on September 4, 2017, located at Cinder Mountain in Concho Valley. D. Request approval of the annual proclamation designating August as Child Support Awareness Month. Personnel Items: E. District II: Request approval to change the following positions: One (1) Administrative Coordinator (range 38) position to a Senior Planner (range 44) position and two (2) Administrative Coordinator positions (range 38) to two (2) Community Resource Liaisons (range 46) positions. District III: Request approval to change an existing Administrative Coordinator position (range 38) to an Economic Development Director (range 60). Vote was unanimous.

Mr. Wengert, on behalf of District II, requested approval of the Whole and Retail Network Services Agreement between Apache County and the Navajo Nation Utility Authority. Mr. Shepherd stated the county attorney needs more item to review the agreement. **Mr. Shamley moved to table the item, seconded by Mr. Shepherd.** Vote was unanimous.

David Romeo, Chief Deputy Treasurer, requested approval of a ratification of recorded Treasurer's Deed 2012-001588 to allow for parcel 207-73-107 to proceed to the tax deed auction. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

David Romero, Chief Deputy Treasurer approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS §42-18351, §42-18352 and §42-18353. Mr. Romeo stated the total to be abated; five hundred ten dollars and 60 cents (\$510.60). Total interest to be abated: two hundred thirty-nine dollars and 93 cents (\$239.93); Total fees to be abated: zero, for a sum total of seven hundred fifty dollars and 53 cents (\$750.53). **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of the abandonment of the unopened portion of County Road #2140 in Alpine, Arizona. Mr. Crosby provided an overview of the process that the applicant completed. Mr. Crosby stated there were twenty responses to the mailing the applicant did, with 11 responded they wanted the abandonment and 8 responded they did not. Mr. Crosby stated there are members of the public that want to address the Board on this issue.

Omar Perez, the applicant requesting or the abandonment, provided an overview of the application process he has completed and asked the Board to approve the easement extinguishment application.

Ed Hunter, a resident of Alpine expressed his support of the abandonment.

Betty Ohr, a resident of Alpine, provided a letter to the Board and expressed her disapproval of the abandonment application.

Gilbert Ramos, a resident of Alpine stated he is opposed to the abandonment and provided a letter to the Board outlining his reasons for dis-approval.

Thesesa Allison, a resident of Alpine, expressed her opposition to the abandonment and provided a folder of documents the Board.

The Board held a discussion with Engineering Department representative Delos Bond and County Engineer Ferrin Crosby regarding the citizen's concerns. **Mr. Shamley moved to table the item, seconded by Mr. Shepherd.** Vote was unanimous to table the item.

Angela Romero, Election Director, requested approval to conduct the Round Valley Unified School District #10 Budget Override as an "All Mail" ballot election to be held on November 7, 2017. **Mr. Shamley moved approval seconded Mr. Shepherd.** Vote as unanimous.

Angela Romero, Election Director, requested approval and appointment of all tally board workers, replacement centers and drop boxes for the upcoming November 7, 2017 election. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval of the Office of the Arizona Attorney General Victims' Rights Program Award, Agreement No. A.G. #2018-001 in the amount of twenty-six thousand dollars (\$26,000.00) with no matching funds required. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Wengert requested approval to allow Franchesca Romero to continue to use donated time beyond the 480 hours up to the time she receives her long-term disability benefits or until her application is denied. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Mr. Shepherd moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 19th day of September 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

September 5, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Alton Joe Shepherd. Also present, County Manager/Clerk of the Board Delwin Wengert. County Attorney Michael Whiting participated via the telephone. Vice Chairman Doyel Shamley was excused from the meeting due to travel.

Chairman Shirley called to order the Board of Supervisors meeting at 8:33 a.m. in the Chinle District I Road Yard, Administrative Building, U.S. Highway 191 mile post 446.9 and welcomed all in attendance.

Robert Mackenzie led the Pledge of Allegiance.

Delwin Wengert gave the invocation.

Chairman Shirley called for the Library District items.

SueAn Stradling-Collins, Library Director, requested approval of extending the public service hours at the Sanders Public Library from 24 to 28 hours per week. **Mr. Shepherd moved approval seconded by Mr. Shirley.** Motion passed.

SueAn Stradling-Collins, Library Director, requested approval of community representatives, proposed budget and Strategic Planning Process for the St. Johns, Public Library. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Motion passed.

Mr. Shepherd moved to adjourn the Library District meeting, seconded by Mr. Shirley. Motion passed.

Chairman Shirley called for the regular agenda items.

Mr. Wengert presented the Consent Agenda Items A-E and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board:
A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 21, 2017 to September 5, 2017. Payee Amount AZ STATE GOVERNMENT 126,000.00 Shirley, Joe 2,079.37 Rogers, Kent 1,179.04 Stradling, Reed 1,491.55 King, Walter Scott 1,239.77 Begay, Bernice Y 1,013.79 Burbank, Lorenzo 1,119.29 Elwood, Julius R 1,057.23 Bia, Johnnie 1,026.97 AMERICAN FAMILY LIFE ASSURANCE 1,085.03 APACHE COUNTY HSA 3,226.67 APACHE COUNTY MEDICAL 162,297.90 APACHE COUNTY TAX WITHHOLDING 138,292.79 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 95,609.80 COLONIAL LIFE AND ACCIDENT INS 1,256.35 CORRECTIONS OFFICER RET PLAN 7,237.92 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,042.95 EORP LEGACY 1,288.26 NATIONWIDE 1,955.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401

7,699.10 PUBLIC SAFETY SHERIFF RET 43,138.01 SUPPORT PAYMENT
CLEARINGHOUSE 2,279.89 ADHS AZ HEALTH CARE COST 22,400.00 APACHE
COUNTY SCHOOLS CONSORTIUM 14,835.00 AVAYA COMMUNICATIONS 1,469.87
AZ SUPREME COURT 1,278.27 AZ SUPREME COURT 2,590.00 BRADCO 19,634.65
CREATIVE MULTIMEDIA INC (CMI) 13,086.75 DOUBLETREE BY HILTON HOTEL
FLAGSTAFF 4,785.98 EARTH MOVER TIRE SALES INC 3,588.75 FRONTIER 4,419.27
HUMAN SERVICES CONSULTANTS 5,509.32 INGRAM LIBRARY SERVICES
2,061.83 MOHAWK AUTOMOTIVE LIFTS SOUTHWEST 1,240.00 NAVAJO TRIBAL
UTILITY AUTHORITY 1,286.28 NAVAJO TRIBAL UTILITY AUTHORITY 1,150.63
NAVOPACHE ELECTRIC COOPERATIVE 2,339.88 QUILL CORP 2,963.29 REIDHEAD
SAND AND ROCK 1,296.12 SCHIFF, LAURENCE 1,500.00 SHELL OIL 1,414.61 SMITHS
DETECTION INC 8,346.00 SOUTHWEST ROCK PRODUCTS LLC 1,294.35 STEVENS,
SHANE 2,999.99 TEEN ADDICTION ANONYMOUS 1,100.00 CRISS CANDELARIA LAW
OFFICE 4,350.83 REAL TIME SOLUTIONS 3,750.00 EMPIRE MACHINERY 30,450.00
TASER INTERNATIONAL INC 56,285.13 HUMAN SERVICES CONSULTANTS
5,331.60 NORCHEM DRUG TESTING LABORATORY 1,213.70 TYCO INTEGRATED
SECURITY LLC 4,325.99 EMPIRE MACHINERY 89,579.29 4IMPRINT 2,196.57
ALPINE EXCAVATION & CONST CO 1,591.50 ARCHER MANUFACTURING
2,280.00 AZLGEBT313,180.85 BILLS DISCOUNT AUTO PARTS (NAPA) 1,451.10
BRADCO 42,776.84 CDW GOVERNMENT LLC 3,940.79 CHANGEPOINT INTEGRATED
HEALTH 3,300.00 CHEVRON USA INC 1,078.47 COURTESY CHEVROLET 77,993.94
CULLIGAN – PHOENIX 21,165.28 DISCOUNT TIRE 1,115.17 EMPIRE MACHINERY
41,063.54 FLEET PRIDE 3,287.37 HIGH COUNTRY SIGNS LLC 2,606.00
HILLYARD/FLAGSTAFF 1,268.82 HOME DEPOT 10,995.97 HUCK APPRAISAL OFFICE
8,000.00 LATHAM, MICHAEL 2,884.94 MCKESSON MEDICAL SURGICAL 1,837.68
MERCK SHARP & DOHME CORP 2,911.89 PACIFIC PONDEROSA CO INC 3,689.20
PERSONNEL SAFETY ENTERPRISES 3,637.49 PFIZER INC 1,691.05 PRO PETROLEUM
14,938.08 PUBLIC SECTOR PERSONNEL CONSULTANTS INC 4,000.00 QUILL CORP
4,676.28 RB LASTING IMPRESSION 1,550.00 RUSH TRUCK CENTER 1,205.36 SANOFI
PASTEUR INC 4,793.91 SOUTHWEST ROCK PRODUCTS LLC 7,486.64 STAPLES
CREDIT PLAN 4,145.02 SUN RIDGE SYSTEMS, INC 1,790.00 SW ECOLOGY LLC
5,776.52 THOMAS, JEREL 1,133.58 TJP COMMUNICATIONS 1,973.14 TRAK
ENGINEERING INC 1,743.75 VALLEY AUTO PARTS 3,159.35 VERIZON WIRELESS
6,315.74 WESTERN DETENTION PRODUCTS INC 1,202.60 YOUNGS FUTURE TIRE
3,650.32 LATHAM, MICHAEL 2,884.94 Demands are payments made, or to be made, by the
County. Specific details of the demands may be requested through the County public record
request process. B. Request approval of minutes dated August 10, 2017. C. Request approval of
a Special Event Liquor License for the Concho Kitchen United for a Chicken Wing Cook-off on
September 30, 2017 at the San Rafael Catholic Church, 23 County Road 5041 in Concho,
Arizona. Personnel Items: D. District I: Request approval to convert the position of Road
Foreman I (range 36) to Administrative Coordinator (range 38).Community Development:
E. Request approval of a Conditional Use Permit allowing Charles A. Lewis to construct and
place a 102-foot communication tower on his 10 acre parcel that can be used for cellular phones,
fire departments, repeaters, microwave and internet providers, etc. Property is located near
Concho, Arizona A.P.N. 107-40-008A. The Planning and Zoning Commission unanimously
approved August 3, 2017 with the following conditions: 1) if the tower was not being used after

five (5) years from the date of approval, the tower comes down. 2) the applicant must take measures to reduce glare and noise, 3) the tower is only to be used as a communication tower, 4) the tower must be constructed within the two (2) year Conditional Use Permit time period. Motion passed.

Mr. Wengert, on behalf of Supervisor Shepherd presented the request approval of a proclamation supporting National School Bus Safety Month. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Freddy Yazzie, a bus driver for Ganado Unified School District stated he has driven bus for the past 24 years and appreciates the Board of Supervisors encouraging and supporting school bus safety. Bus Driver Jackson Curtis thanked the Board for supporting school bus safety. Chairman Shirley stated it is important to be safety conscience of the children getting on and off the school bus. Motion passed.

Proclamation 2017-15
“National School Bus Safety Month”

WHEREAS, Apache County recognizes that the greatest resource is its children; their education is our investment in the future; the health and safety of all school children is essential to the happiness and well-being of Apache County families and communities; and

WHEREAS, the safety of our students deserves the highest priority; public transportation help thousands of school children throughout Apache County arrive safely to and from school each day; and

WHEREAS, school buses are designed with multiple safety measures, including bright yellow colors, flashing lights, stop sign arms, and giant cross-view mirrors to avoid crashes and prevent injuries; and

WHEREAS, Apache County upholds the highest standards of school bus safety through federal, state, local and Navajo Nation traffic regulations and practices, safety drills and presentations, communication with parents and maintaining a clean safe environment for children; and

WHEREAS, we recognize the value of school bus drivers for their steadfast commitment to safely transporting Apache County students to and from schools and by understanding that the importance of student transportation is crucial to our children’s success.

NOW THEREFORE, the Apache County Board of Supervisors hereby proclaim October 2017 to be “National School Bus Safety Month” and call upon residents to recognize and contribute to the imperative of providing safe transportation for our schoolchildren.

Adopted by the Apache County Board of Supervisors this 5th day of September 2017.

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

/s/ Delwin Wengert
Clerk of the Board

Mr. Wengert, on behalf of Supervisor Shamley, requested approval of a resolution supporting the re-opening of the Arizona Department of Motor Vehicle location in St. Johns, Arizona. Mr. Wengert stated the St. Johns location was closed and it is unknown when or if they will re-open. Mr. Wengert stated the only other motor vehicle division office in Apache County is located in Chinle. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Motion passed.

Resolution #2017-16
Apache County Board of Supervisors in Support of the
Arizona Department of Motor Vehicle Office in St. Johns

WHEREAS, the Arizona Department of Motor Vehicle Division office was established and operating for many years in St. Johns, Arizona, the county seat of Apache County; and

WHEREAS, the St. Johns location of the Arizona Motor Vehicle Division have closed the office due to maintenance issues requiring immediate repair, with no anticipated date for re-opening; and

WHEREAS, Arizona Department of Motor Vehicle Division is currently referring customers to their offices in Show Low and Holbrook, resulting in a lack of services for the entire southern part of the county, and

WHEREAS, the closure of the St. Johns office will cause an excessive burden and hardship on the citizens and businesses of Apache County, including those residents in St. Johns, Eagar and Springerville as well as the unincorporated communities in the southern portion of Apache County; and

WHEREAS, Apache County has an ongoing lease agreement with the State of Arizona at the Apache County Complex in Chinle, Arizona at no cost to the State, for conducting motor vehicle division activities for the citizens in the northern portion of the County.

BE IT FUTHER RESOLVED, that the Board of Supervisors of Apache County strongly urges and fully supports the Arizona Department of Motor Vehicle Division to re-open the St. Johns location.

Passed and adopted by the Apache County Board of Supervisors on this 5th day of September 2017.

ATTEST:

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

/s/ Delwin Wengert
Clerk of the Board

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

Mr. Shepherd moved approval, seconded by Mr. Shirley. Vote was unanimous.

Approved this 19th day of September 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

9/10/11



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

Request approval of a Special Event Liquor License for Wes Myers, American Legion Post 130 for Oktoberfest on October 7, 2017 at the Concho Valley Lions Club Park, Commercial Drive in Concho, Arizona.
BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:


Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization: American Legion Post 130

Name of Licensed Contractor (if any): _____
 (Please complete if anyone other than the organization is receiving profits or assisting in the managing of the event)

SECTION 2 Non-Profit/IRS Tax Exempt Number: 27-3501740

SECTION 3 Event Location: Concho Valley Lions Club Park (Oktoberfest)

Event Address: Commercial Drive Concho, (Apache County), AZ 85924

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

- Applicant: Myers Wes 11/06/1942
Last First Middle Date of Birth
- Applicant's mailing address: PO Box 536 Concho AZ 85924
Street City State Zip
- Applicant's home/cell phone: (928) 551-2786 Applicant's business phone: (____) _____
- Applicant's email address: wesmyers42@gmail.com

I, (Print Full Name) Wes Myers declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X Wes Myers ADJUTANT 9/6/17 (928) 551-2786
Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 6th September 2017
Day Month Year

State Arizona County of Apache

My Commission Expires on: Mar 15, 2019
Date

Stephanie Hannah
Signature



SECTION 5 Regarding the Applicant's application for a special event permit, I hereby certify that the Organization meets the criteria in A.R.S. § 4-203.02(E) for the issuance of the permit as indicated by checking one of the boxes below.

- (1) The Applicant is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Applicant supports, the office that the candidate seeks, and the month and year that the applicant would first fill the office if successful.

Candidate: _____
Name Office Month/Year

- (2) The Applicant is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation as a nonprofit entity under Section 501 (C) of the internal revenue code of the United States. If the Applicant is applying under option (2) as a nonprofit entity, **please also INITIAL in the space provided next to all following statements to indicate that, to the best of the applicant's knowledge, they are true and correct.**

wm The Applicant has received a determination letter from the Internal Revenue Service ("IRS") indicating that it is eligible for designation as a nonprofit entity under Section 501 (C), eligibility or will be eligible on all days that the special event will occur, or has a pending application with the IRS for such treatment that has not been resolved but that will retroactively cover all days that the special event will occur. (Please provide a copy of either the IRS determination letter or the application [without attachments] with this application).

wm The Applicant is not aware of any action by the IRS to revoke, suspend, or otherwise eliminate the Applicant's eligibility under 501 (C), or if there is a pending application, the Applicant has not received any indication that the IRS will deny its application and has a good faith basis formed upon a reasonable inquiry into IRS regulations, guidelines, and forms that it is eligible under 501 (C).

wm The Applicant understands that if there is a change in circumstances after completing this form that may cause or has caused it to lose its eligibility under 501 (C), whether before or after receiving an IRS determination letter, that it has an affirmative duty to notify the Department of Liquor, which may then take appropriate action with regard to the loss of eligibility.

To be completed only by an Officer, Director, or Chairperson of the organization.


I, (Print Full Name) Wes Myers declare that I am an Officer, Director, or Chairperson of the organization filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X Wes Myers ADJUTANT 9/6/17 (928) 551-2786
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 6th September 2017
 Day Month Year

State Arizona County of Apache

My Commission Expires on: Mar 15, 2019
 Date

Stephanie 
 Signature of Notary Public My Comm. Expires March 15, 2019

SECTION 6 Will this event be held on a currently licensed premise and within the already approved premises? Yes No
 (If yes, Local Governing Body Signature not required)

 Name of Business License Number Phone (Include Area Code)

SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? one (1)
(The number cannot exceed 10 days per year.)
3. Is the organization using the services of a promoter or other person to manage the sale or service of alcohol? Yes No
(If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)
4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.
 Name American Legion Post 130 Percentage: 100%
 Address PO Box 536 Concho, AZ 85924
 Name _____ Percentage: _____
 Address _____ Street _____ City _____ State _____ Zip _____

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
 _____ Number of Police (x) 2 _____ Number of Security Personnel Fencing Barriers

Explanation: American Legion Personnel
Beer Garden (Dispense & Serve Area) will be enclosed by Snow Fencing (approximately 200ft)
and approximately 10 temporary fence posts.

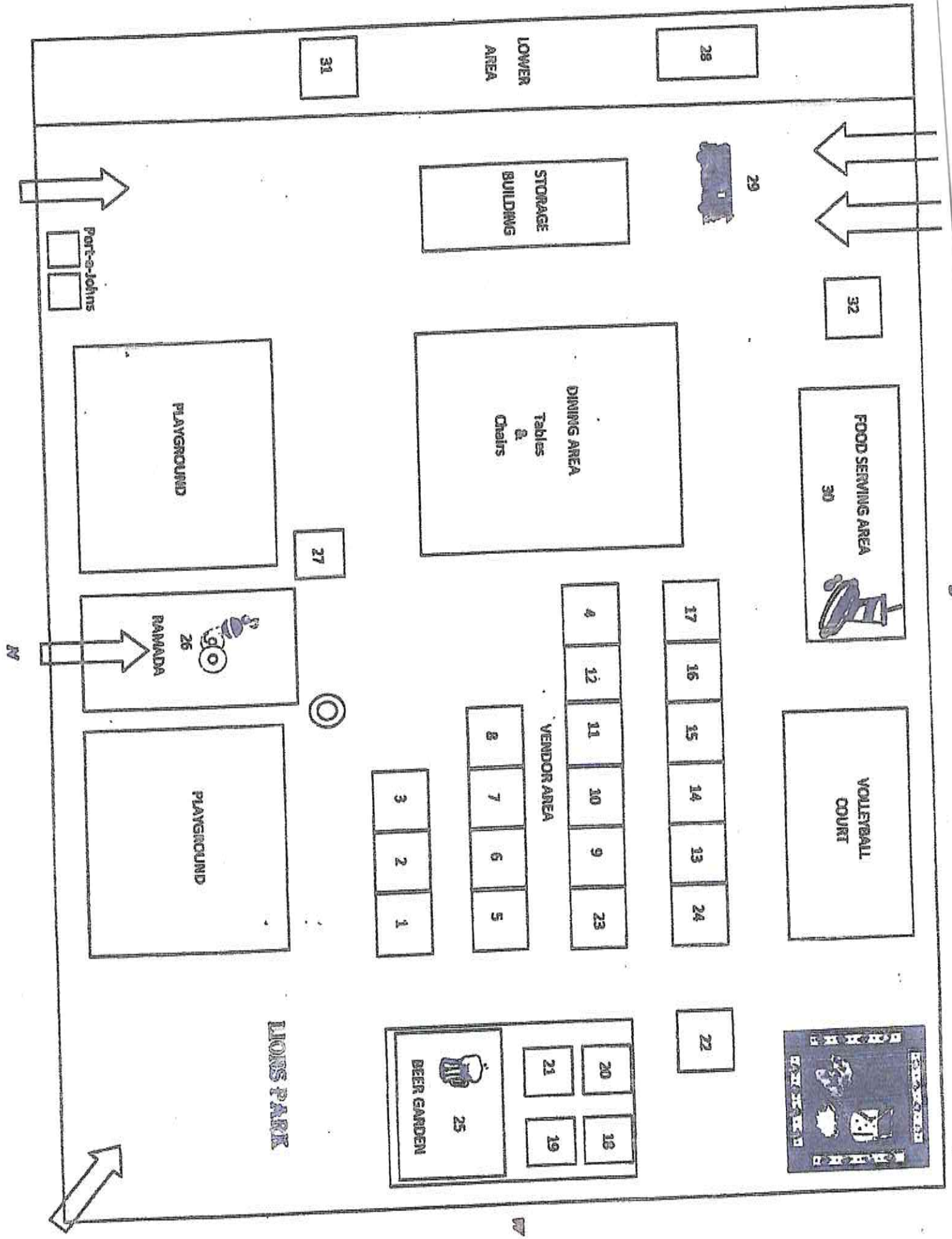
SECTION 10 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10/07/2017</u>	<u>Saturday</u>	<u>9:00 AM</u>	<u>5:00 PM</u>
DAY 2:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 3:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 4:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 5:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 6:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 7:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 8:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY 9:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAY10:	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM



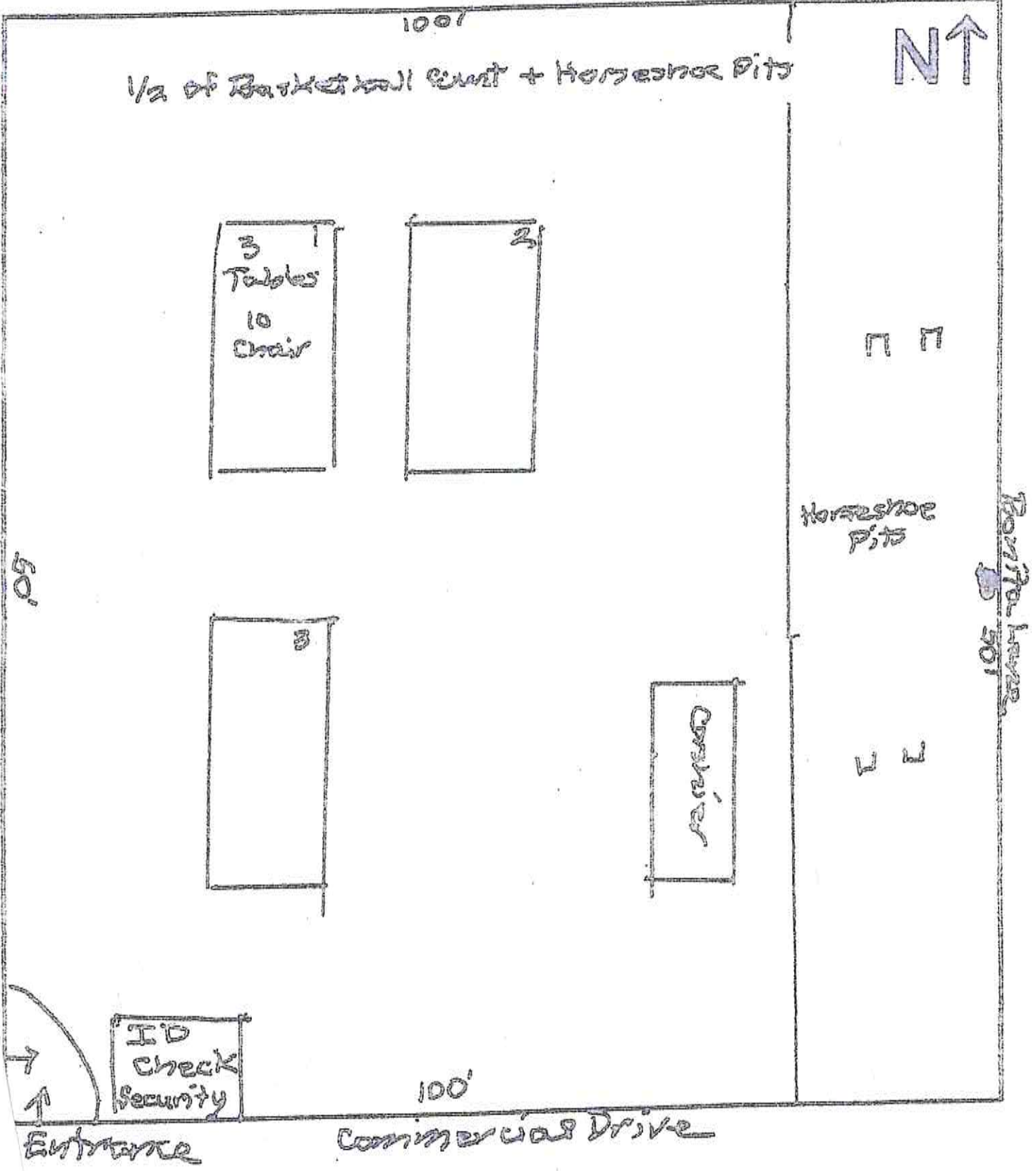
N

S

E

W

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.
Concho High School 200' x 100' with 2 portapottos
Commercial Drive, Concho, Apache County 85924



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____

I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

On behalf of _____ Signature _____ Date _____ Phone _____
(City, Town, County)

SECTION 13 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING-

Date/Signature 8/22/17


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

PERMISSION TO SELL TWO(2) PICKUPS TO ST JOHNS UNIFED SCHOOL DISTRICT FOR A TOTAL OF \$4,000.00

PRE-AGENDA ITEM REVIEW

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

Legal Review: Must use purchase Agreement

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials AW



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

J. Ferrin Crosby, P.E.
County Engineer

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

September 12, 2017

Board of Supervisors

Both of the vehicles on the agenda item to be sold to the St Johns School District are in poor condition. There is no Kelley Blue Book price on vehicles that are in poor condition. Kelley Blue Book assigns values on vehicles that are in the fair of better classification.

The \$4,000.00 agreed on price is slightly less than what could be expected at auction. Both vehicles have some issues, and will need to be repaired. The school district is aware of the issues and are willing to accept the vehicles as is.

Thank you

Dale Hauser

VEHICLE PURCHASE AGREEMENT

1. THE PARTIES TO THIS CAR SALES AGREEMENT ARE:

1.1 THE SELLER:

Apache County

75 W Cleveland

St Johns AZ 85936

1.2 THE BUYER:

St Johns Unified School District

450 S 13th W

St Johns AZ 85936

2. THE OBJECT OF THE SALE IS:

The following vehicles:

2007 Chevy flat bed pickup

2006 Chevy 2500 pickup

3. WARRANTY:

The Seller warrants that at the date of signature of this agreement there are no licensing fees or fines or other penalties outstanding against the registration of the vehicle sold in terms of this agreement. The Seller expressly disclaims any other warranties, and Buyer understands that no warranties, whether express or implied, shall apply to the vehicles constituting the subject matter of this agreement.

4. NO WARRANTIES OR GUARANTEES:

The Seller or his/her agent gives no warranty or guarantee other than those specified in Section 3. Buyer agrees that there are no warranties, either express or implied, and Buyer specifically agrees that it shall not seek compensation from Seller for any reason due to any defect or disorder associated with the vehicle. Buyer agrees to indemnify Seller should the vehicle present any issue of liability to Buyer, Seller, or any third party.

5. DISCLAIMER:

5.1 The vehicle is sold "As-Is" and the seller shall not be liable for any defects, patent, latent or otherwise.

5.2 The Buyer admits having inspected the vehicle to his/her satisfaction and that no guarantees or warranties of any nature were expressed or implied by the Seller or his/her agent regarding its condition or quality.

6. PURCHASE PRICE:

6.1 The Purchase price is the sum amount of four thousand dollars (\$4,000.00). A waiver of any and all warranties is an express aspect of the consideration for the purchase of the vehicles.

6.4 The vehicle will only be delivered to the Buyer once payment has been received in full.

7. POSSESSION AND TRANSFER OF RISK:

The Risk passes to the Buyer once the Buyer or his/her agent receives the keys to the vehicles or takes possession of any of the vehicles.

Signed at _____ on this _____ day of _____ 20 _____

SELLER: _____

1. WITNESS _____

2. WITNESS _____

BUYER: _____

1. WITNESS K Dugdale

2. WITNESS Heather Carpenter

Apache County Engineering

Detailed Equipment Listing

Code	7053	Cost By	Mile	Active	Yes
Name	3500 CHEVY (RAMON)	Primary Rate	\$ 0.75	Original Cost	\$ 0
Make/Model	CHEVROLET / SILVERADO	Secondary Rate	\$ 0.00	Scrap Value	\$ 0
Year	2007	FEMA Rate	\$ 0.00	Non Depr'd Value	\$ 0
GVW	0	FEMA Identifier		Start Year	0
VIN	1GBJK34K67E527909			Useful Life	0
Plate #	G113FW	Odometer By	Mile	Replacement Year	
Registration #		Estimated Use		Replacement Cost	\$ 0
Ext Code	G-43-7053	Annual	0		
Old Code	G411FG	Monthly	0	Acquisition Date	
Eqp Type	Pick Up	Asset Class		Set For Auction	No
Department	Roads Engineer	Vehicle Class		Auction Year	
Operator	Morales, Ramon Z	Shop Location		Disposal Date	
Condition		Fund		Ann Ins Prem	\$ 0.00
				Deductable	\$ 0

Engine		Transmission
Engine SN	Eng Model	Trans SN
Horse Power	Air Filter	Trans Model
Oil Filter	Fuel Filter	Steering
Alternator	Amps	Front Axle
Wheel Base	Tire Size	Brakes
Wheel Size	Tire Ply	Front Brake Pads
Lugs	Tire PSI	Rear Brake Pads
		Rear End Make
Fuel Type	Odo Reset	Read End Capacity

PM Code	PM Name	Frequency	Active
---------	---------	-----------	--------

Part Number	Part Description	Quantity	Vendor	Vehicle Component
-------------	------------------	----------	--------	-------------------

Date	Note
------	------

Apache County Engineering

Detailed Equipment Listing

Code	7009	Cost By	Mile	Active	Yes
Name	WHITE CHEVY 3/4 4X4 VERNON	Primary Rate	\$ 0.60	Original Cost	\$ 0
Make/Model	CHEVROLET / SILVERADO	Secondary Rate	\$ 0.00	Scrap Value	\$ 0
Year	2006	FEMA Rate	\$ 0.00	Non Depr'd Value	\$ 0
GVW	0	FEMA Identifier		Start Year	2006
VIN	1GCHK24UX6E183960			Useful Life	0
Plate #	G386EH	Odometer By	Mile	Replacement Year	
Registration #		Estimated Use		Replacement Cost	\$ 0
Ext Code	G-45-7009	Annual	0	Acquisition Date	
Old Code		Monthly	0	Set For Auction	No
Eqp Type	Pick Up	Asset Class		Auction Year	
Department	Round Valley Road Yard	Vehicle Class		Disposal Date	
Operator		Shop Location		Ann Ins Prem	\$ 0.00
Condition		Fund		Deductable	\$ 0

Engine		Transmission
Engine SN	Eng Model	Trans SN
Horse Power	Air Filter	Trans Model
Oil Filter	Fuel Filter	Steering
Alternator	Amps	Front Axle
Wheel Base	Tire Size	Brakes
Wheel Size	Tire Ply	Front Brake Pads
Lugs	Tire PSI	Rear Brake Pads
Fuel Type	Odo Reset	Rear End Make
		Read End Capacity

PM Code	PM Name	Frequency	Active
---------	---------	-----------	--------

Part Number	Part Description	Quantity	Vendor	Vehicle Component
-------------	------------------	----------	--------	-------------------

Date	Note
------	------

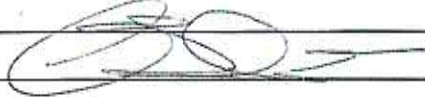
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

DISTRICT II

Date/Signature:



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

Discussion and possible approval of a request to create a Public Works Foreman I (Range 36) position effective September 18, 2017.

BOS Meeting Date Requested 09/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: _____

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

Doyel Shamley, District III: Recognition of the resolution recognizing fallen firefighters and emergency services personnel and observing October 7, 2017 (first Saturday in October) as Fallen Firefighter and Emergency Services Personnel Day.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Beth Bond

From: Doyel Shamley
Sent: Thursday, July 13, 2017 1:02 PM
To: Beth Bond
Subject: Fwd: Special Request
Attachments: Firefighter proclamation- 2017.doc

Can you please place the attached proclamation on the first meeting in September - they reached out to me today as it was done last year and would like to do it again this year.
Have a great weekend!

19th
Per Doyel

Thanks!
Doyel



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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

BOARD OF SUPERVISORS OF APACHE COUNTY

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

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

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

A RESOLUTION DECLARING RECOGNITION OF FALLEN FIREFIGHTERS AND EMERGENCY SERVICES PERSONNEL

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 100 firefighters courageously make the ultimate sacrifice in the line of duty each year, including nineteen firefighters who lost their lives during the Yarnell Hill Fire in Arizona on June 30, 2013; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

WHEREAS, the Rodeo-Chediski, Wallow and Cedar Creek Fires brought awareness of the local sacrifices, hazards, duties, responsibilities that we as a community face and those faced by emergency responders; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, (October 7, 2017) in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. The Board encourages appropriate services and ceremonies in which all our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, further calls upon citizens of Apache County to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Adopted this 19th day of September 2017

Joe Shirley, Jr.
Chairman of the Board

ATTEST:

Delwin Wengert
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 8/29/17 Angela C. Romero

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

- 1. Discussion and possible approval to combine precincts Puerco East and Puerco West into one precinct with the new name of "Puerco".

_____ BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Doyle Shamley

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials *AW*

BOARD ACTION TAKEN

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

ELECTION DEPARTMENT

To: Apache County Board of Supervisors

From: Angela Romero

Date: 9/12/17

Re: Pro/Con Statement regarding consolidation of Puerco East and Puerco West

PRO STATEMENTS:

1. Have one polling site with one polling board and one set of election equipment.
2. Eliminates Provisional Ballots regarding "voting in wrong precinct."
3. Eliminates Voter and poll worker confusion in directing voter to correct precinct to vote correct precinct ballot.
4. One ballot style in the polling site.
5. Eliminates Voter confusion on which Ballot Box to drop their ballot into.

CON STATEMENTS:

1. Combined polling site with two polling boards and two sets of election equipment.
2. Possibility of Provisional Ballots regarding "voting in wrong precinct."
3. Voter and Poll Worker confusion in directing voter to correct precinct to vote correct ballot.
4. Two ballot styles in the polling site.
5. Voter confusion on which Ballot Box to drop their ballot into.



Apache County Elections

Angela C. Romero, Elections Director

P.O. Box 428

St. Johns, AZ 85936

Phone: 928-337-7537 Fax: 928-337-7538

August 29, 2017

RE: Information regarding combining Puerco East and Puerco West Precincts:

Discussion and approval to combine Puerco East and Puerco West into one precinct with the name "Puerco". As you may recall this precinct was split due to a legislative district line that was drawn through this precinct. Puerco East and Puerco West were created. Puerco East resided in Legislative District #2 and Puerco West resided in Legislative District #5. All of Apache County is now located in Legislative District 7, which was approved January 17, 2012.

These two precincts are in JP Puerco District #3 and Supervisor District 3, with no changes being made, if they are combined.

48 Puerco East Voter Registration: 1,471 Active Voters 98 Inactive Voters

49 Puerco West Voter Registration: 28 Active Voters 6 Inactive Voters

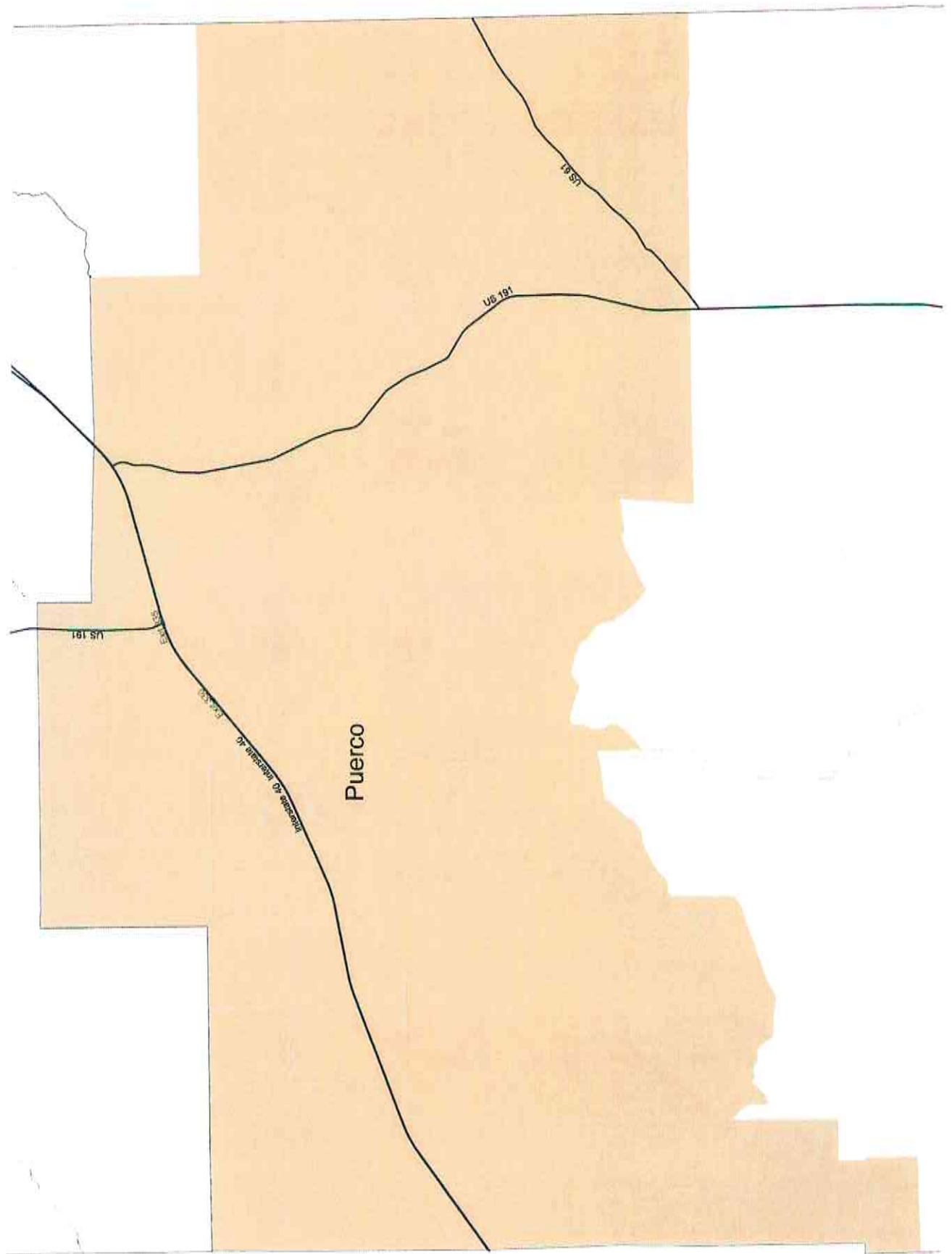
We have always had one polling location for both Puerco East and Puerco West and have always programmed the election equipment to accept both precincts, due to the ballot being the same except for the name Puerco East and Puerco West at the top of the ballots.

I attached a map of the before and after precinct lines for these two precincts.

Respectfully,

Angela C. Romero

Elections Director



Puerco

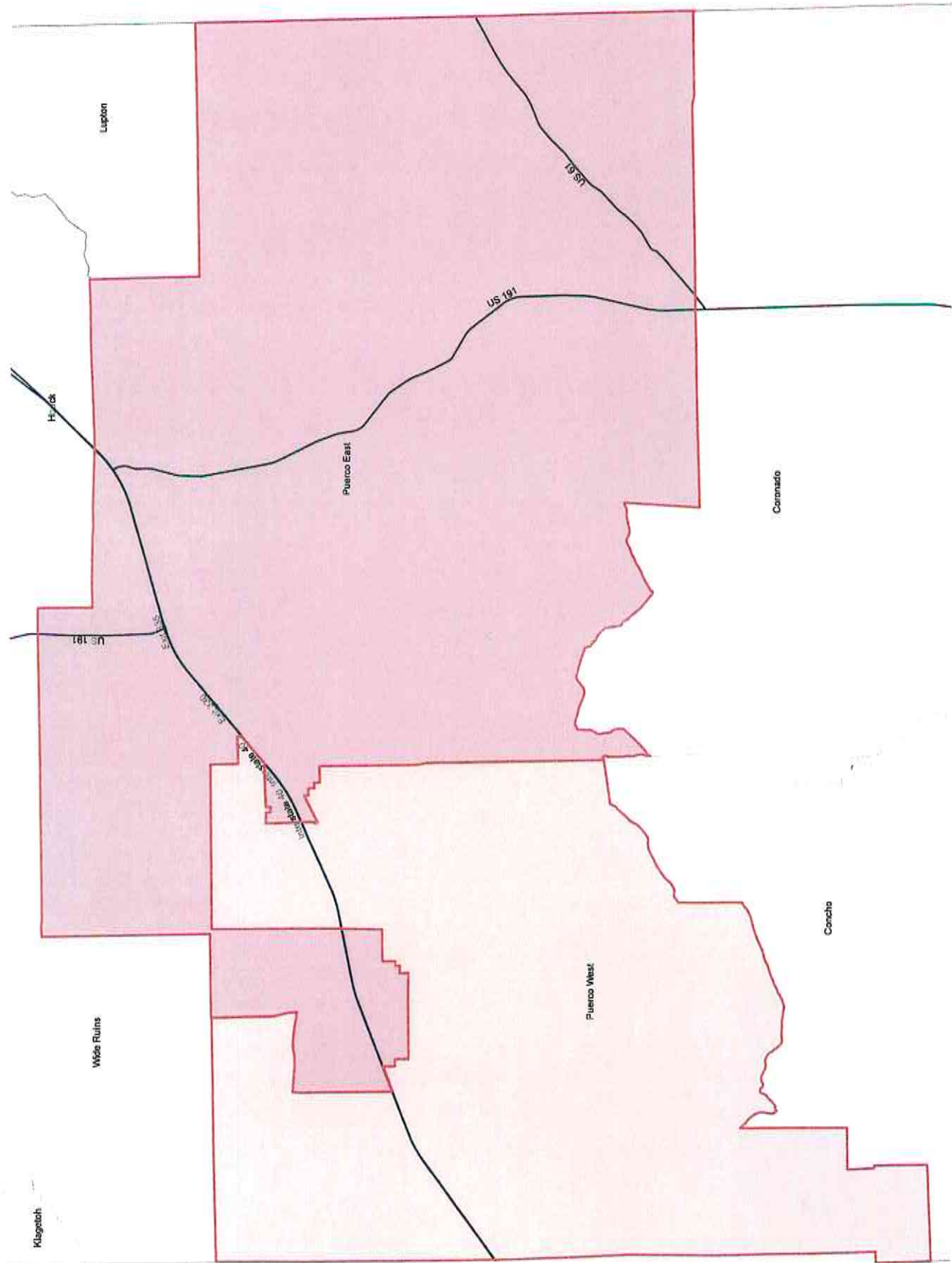
US 191

US 191

US 191

Rte 191

Rte 191
of American of America



Beth Bond

From: Angela Romero
Sent: Tuesday, August 29, 2017 8:06 AM
To: Joe Young
Cc: Michael Whiting; Beth Bond
Subject: Elections . Agenda Item for 9/19/17 BOS mtg
Attachments: Agenda Item . Combine Puerco East and West.docx; Information . Combine Puerco E and W.DOC; Puerco District.pdf

Joe,

Would like to place this before the board on September 19, 2017. I spoke with Supervisor Shamley regarding this item.

Angela C. Romero

Elections Director
PO Box 428
St. Johns, Arizona
Tel: 928-337-7537
Fax: 928-337-7538



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Alton Joe Shepherd **DISTRICT 2**

Date: August 8, 2018 **Signature:** Alton Joe Shepherd

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

Approval of whole & retail Network, Services Agreement between Apache County & NTUA.

BOS Meeting Date Requested _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

AW

BOARD ACTION TAKEN

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

Signature Clerk of Board

Beth Bond

From: Delwin P. Wengert
Sent: Wednesday, September 13, 2017 2:47 PM
To: Beth Bond
Subject: FW: BOS Agenda Item (Creating Position)

From: Michael Whiting
Sent: Wednesday, September 13, 2017 2:35 PM
To: Gabriel Freeland <gfreeland@co.apache.az.us>
Cc: Michael Whiting <mwhiting@apachelaw.net>; Kendra Tso <ktso@co.apache.az.us>; Joe Young <jyoung@apachelaw.net>; Flora Nez <fnez@co.apache.az.us>; Delwin P. Wengert <dpwengert@co.apache.az.us>; Alton Shepherd <alton.shepherd@co.apache.az.us>
Subject: RE: BOS Agenda Item (Creating Position)

Yes Gabe that's not a problem as long as it's noticed 24 hours before the meeting it can be added and the agenda can be reposted

Please ignore errors, talk to text being used
On Sep 13, 2017 2:21 PM, Gabriel Freeland <gfreeland@co.apache.az.us> wrote:
Joe & Delwin,

Can this NTUA/ACD2 contract be added back to the BOS agenda for Sept. 19, 2017, this was tabled until ready for BOS action. It would be nice to get this taken care of this coming week.

Again, thank you for all your help in this matter. If you have any additional questions, please let me know.

Sincerely,
Gabriel A. Freeland

From: Joe Young
Sent: Wednesday, September 13, 2017 2:55 PM
To: Michael Whiting <mwhiting@apachelaw.net>; Gabriel Freeland <gfreeland@co.apache.az.us>
Cc: Alton Shepherd <alton.shepherd@co.apache.az.us>
Subject: RE: BOS Agenda Item (Creating Position)

We have a draft that we are happy with now. It is ready for Board approval. And then Arash Moalemi has asked that four copies of the contract be signed and sent back to NTUA.

From: Michael B. Whiting
Sent: Wednesday, September 13, 2017 1:53 PM
To: Gabe Arviso Freeland
Cc: Joe Young; Alton Shepherd
Subject: RE: BOS Agenda Item (Creating Position)

Gave the matter regarding ntua I believe it's been handled as well we should be able to place that on the agenda

Please ignore errors, talk to text being used



WHOLESALE and RETAIL NETWORK SERVICES AGREEMENT

THIS WHOLESALE AND RETAIL NETWORK SERVICES AGREEMENT (the "Agreement") is made and entered into this 10 day of July, 2017 (the "Effective Date") by and between the **Navajo Tribal Utility Authority** ("NTUA"), an enterprise of the Navajo Nation, having an address at Post Office Box 170, Fort Defiance, Arizona 86504 (NTUA), and **Apache County District II** having a corporate address at Ganado Road Yard, P. O. Box 994, Ganado, Arizona 86505 (the "Customer"). NTUA and Customer collectively referred to herein as the "Parties" and individually as "Party".

WHEREAS, NTUA owns, operates and maintains a communications system and is in the business of providing communications services ("Services").

WHEREAS, NTUA desires to provide Services to Customer pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, Customer desires to purchase and receive Services from NTUA pursuant to the terms and conditions within this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term** – The initial term of this Agreement shall be effective as of the Effective Date and shall continue in effect for **five (5)** years (the "Initial Term"). Thereafter, this Agreement shall automatically renew on a yearly basis (each a "Renewal Term") unless terminated by either Party upon thirty (30) days written notice to the other Party or a new Agreement is executed by and between the Parties. The combination of the Initial Term and Renewal Term shall be referred to as the "Term".
2. **Responsibilities of NTUA** – NTUA shall provide Customer with Services, as set forth in Exhibit A-Service Order ("Service Order") or NTUA Service Order Form ("NTUA Service Order") for the locations specified as well as accommodate any special requirement(s) identified by the Parties in writing and specified within Exhibits B and C. To facilitate Service, NTUA shall install, operate, repair, maintain and control all necessary equipment to provide service to Customer, including but not limited to radio, antenna and cable (the "NTUA Equipment"), at the locations identified in the Service Order or NTUA Service Order. Neither Party shall adjust, remove, relocate, align or attempt to repair the other Party's equipment except as expressly authorized in advance in writing by the other Party.

3. **Responsibilities of Customer** – Customer agrees to provide NTUA with access to the locations identified in the Service Order or NTUA Service Order that Customer either owns or otherwise has control over the physical premises for the purposes of (i) installing, maintaining, troubleshooting or removing NTUA Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. For those locations identified in the Service Order or NTUA Service Order that Customer does not own or have control over, Customer shall use reasonable efforts to assist NTUA in obtaining access to such locations for the purposes of installing, maintaining, troubleshooting and removing NTUA Equipment necessary to provide Service, and fulfilling any special requirements outlined in Exhibit B. In the event Customer is unable to obtain for NTUA access to or approval specified in Section 4 hereof for any location identified in the Service Order or NTUA Service Order, NTUA and Customer must mutually agree to select an alternate location to provide Service, or the location will be automatically be deleted from this Agreement without any further action by the Parties. Customer is solely responsible for ensuring that its equipment (“Customer Equipment”) has the minimum hardware and operating system requirements necessary to receive Service as specified by industry standards for the Services NTUA has agreed to provide. Each Party agrees to immediately notify the other Party if the other Party’s equipment is lost, damaged, or stolen, or a Party is aware at any time that Service is being stolen or fraudulently used.
4. **Approval to Install Equipment** – Customer will assist NTUA by providing any documents or information necessary to obtain any required permits or licenses necessary to complete the installation of NTUA’s Equipment on Customer’s property. Customer shall reasonably assist NTUA to obtain approval for the installation of NTUA Equipment on property not owned by Customer or property subject to any access restriction or building code provision requiring a building permit for the installation of NTUA Equipment. NTUA and Customer shall use commercially reasonable efforts to provide necessary documents or information and Parties shall use commercially reasonable efforts to obtain approval of any necessary permits or licenses. In the event that Parties are unable to obtain a required permit and/or approval for any one or more locations identified in the Service Order or NTUA Service Order, then NTUA and Customer must mutually agree to select an alternate location to provide Service, or each such location shall be deleted automatically from this Agreement without any further action by the Parties.
5. **Acceptable Use** – Services may only be used for lawful purposes. Transmission of any material in violation of any Navajo Nation, Federal, state or other local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. >
6. **Order, Delivery and Acceptance of Service** >
 - a. **Service Order** – Customer may, from time to time, place orders for Services by the execution and delivery to NTUA of a Service Order or NTUA Service Order generally in the form that is executed contemporaneous with this Agreement, as such forms may be agreed to or updated from time to time by the Parties. The Service Order or NTUA Service Order shall include a minimum Term for which Customer shall be committed to purchase the specified Service and a date Customer desires the Service to be available (“Customer Desired Delivery

Date”). The Service Order or NTUA Service Order shall be executed by the respective authorized company representatives for Customer and NTUA prior to NTUA’s commencement of delivery of the Service to Customer.

- b. **Service Order Processing** – NTUA shall exercise commercially reasonable efforts to deliver to Customer acknowledgement of receipt of the Service Order or NTUA Service Order. NTUA shall notify Customer of any additional relevant information needed to process the Service Order or NTUA Service Order.
- c. **Service Order Acceptance and Issuance of FOC Date** – If NTUA elects to accept the Service Order or NTUA Service Order, NTUA shall provide written notice of acceptance by delivery of the fully executed Service Order or NTUA Service Order to Customer in a reasonably timely manner. At the time of delivery of the fully executed Service Order or NTUA Service Order by NTUA to Customer for On-Net Services, NTUA shall also identify a Firm Order Commitment Date for On-Net Services (“FOC Date”). FOC Dates for an Off-Net Service or for services which require construction, shall be issued on an individual case basis (“ICB”). NTUA shall commence billing for Services provided hereunder upon Service Acceptance by Customer, or five (5) business days after written notification to Customer that Services have been installed (“Service Completion Notification”).
- d. **Service Order Rescission and Cancellation** – In the event that the FOC Date for any Service ordered by Customer is thirty (30) days or more beyond the Customer Desired Delivery Date as set forth in the Service Order or NTUA Service Order, Customer may by written notice to NTUA rescind the Service Order or NTUA Service Order for such Service with no liability; provided that, such notice of rescission is delivered to NTUA within five (5) business days following Customer’s receipt of the FOC Date from NTUA. Customer may cancel a Service Order or NTUA Service for a Service prior to the FOC Date by providing NTUA with written notice at least five (5) days prior to the FOC Date; provided, however, that Customer will reimburse NTUA for all reasonably incurred expenses and those unavoidable expenses not yet incurred but which NTUA is obligated to pay as a result of Customer’s cancellation, including, without limitation, any third party-imposed termination liability.
- e. **Acceptance of Service** – When NTUA believes that a Service is ready for use by Customer, NTUA shall notify Customer by emailing an NTUA Service Completion Notification email. The Service Completion Notification will include NTUA Test Results, Service Delivery Date, and an In-Service/Billing Date, which will either be the date of Customer Acceptance or five (5) business days after the Service Completion Notification is sent to Customer. Customer shall, within five (5) business days of receipt of the NTUA Service Completion Notification, specify non-conformance, if any, of the Service with the Technical Specifications. If it is determined there is non-conformance with the Technical Specifications, NTUA shall promptly undertake appropriate corrective action and the testing and Acceptance process shall be repeated. If Customer fails to deliver a notice of Acceptance or notice specifying non-conformance within said five (5) business day period, Customer shall be deemed to have Accepted the subject Service and said fifth day shall be the In-Service Date (“Acceptance”).

f. **Service Order Term** – Each NTUA Service Order will indicate the Service Term, for that order. If the NTUA Service Order Term exceeds the Agreement Term, then the Agreement shall automatically be deemed to extend for the duration of the provision of that Service.

7. **Service Outages and Credits**

a. **Trouble Ticket Procedures** – NTUA shall maintain a point of contact for Customer to report a Service Outage to NTUA twenty-four (24) hours a day, seven (7) days a week. A trouble ticket shall be opened by NTUA upon the earlier of (a) when Customer believes that a Service Outage has occurred and Customer contacts NTUA's Network Operations Center ("NOC") at 928-729-4700 or email address NOC@NTUA.COM to report the Service degradation or (b) NTUA on its own recognizes that a Service Outage has occurred ("Trouble Ticket"). Upon initiation of a Trouble Ticket, NTUA will undertake activities to identify the source and severity of the Service degradation. If there is a Service Outage, Customer will provide its reasonable cooperation to NTUA to allow it to restore Service. If the cause of the Service Outage is a failure of Customer's equipment or facilities or the facilities or equipment of Customer's agent, Customer will be responsible for the repair of it or its agent's equipment or facilities. In such event, NTUA will provide its reasonable cooperation to allow Customer to restore Service. If the Service Outage is caused by a failure of the NTUA Network, then NTUA will be responsible for the repair and restoration. A Service Outage ends when the affected Service is fully operative in material conformance with the applicable Technical Specifications.

b. **Service Outage Credits** – In the event of a Service Outage that is caused by the failure of the NTUA Network, the Customer is entitled to an outage credit for the length of time of the outage, based upon the date and time the outage was reported to the NTUA NOC to the time that service is restored. To receive an outage credit, the Customer must request an outage credit within five (5) days following service restoration of the outage. The outage credit will be calculated by dividing the monthly recurring charge by the total minutes within that month and multiplying the per-minute rate by the total outage minutes. In no event shall NTUA's total credit liability for Service Outages for an affected Service for a given month exceed one hundred percent (100%) of the applicable MRC. Notwithstanding the foregoing, Customer shall not be entitled to receive a credit to the extent a Service Outage arises from or is caused by the following events:

- i. Customer's intentional acts or negligence;
- ii. NTUA's inability, due to action or inaction by Customer or persons acting on behalf of Customer, including employees, agents, and contractors;
- iii. The failure of hardware, equipment, circuits, applications, or systems not owned or controlled by NTUA;
- iv. NTUA's inability to contact Customer or NTUA's lack of access to Customer premise as a result of Customer's limited availability;
- v. Scheduled system maintenance coordinated with Customer and performed by NTUA within the agreed upon time period;
- vi. Scheduled upgrade of the Service at the request of Customer;
- vii. Force Majeure Event;

viii. NTUA's temporary or permanent termination of Service for cause.

Prior to Customer being entitled to receive any credits pursuant to this Section 7(b), any Service Outage (i) impacting any of the Tolani Lake, Twin Arrows or Navajo Mountain sites shall be given an additional four (4) hours of response time to correct Service Outages and or (ii) impacting any of the Yale Point, Navajo Mountain or Rooftop Butte sites shall be given an additional twenty four (24) hours of response time to correct Service Outages occurring at any time where snow is present and impedes travel to such sites.

8. **Invoices and Payment** – The Parties understand and agree that Customer is responsible for the monthly recurring charges (“MRC”) and non-recurring charges (“NRC”) for the Services identified in the Service Order or NTUA Service Order commencing on the In-Service Date. The Services will be invoiced in advance of the Services being provided. The initial invoice shall be issued at the beginning of the next bill cycle, normally the 1st day of the month, after the In-Service Date and shall include the invoice for the period including the In-Service Date until that month ends and the month immediately following the In-Service Date. When Service is initiated on a day other than the last day of the month, the charge for that particular month will be calculated by pro-rating the monthly payment by the number of days Service was received for that particular month. Thereafter, payments are due thirty (30) days after the date of invoice. Payments received more than thirty (30) days after the date of the invoice are subject to a late fee not to exceed one and one half percent (1 ½ %). Customer is responsible for payment of Services delivered, even if an invoice is not given to Customer in any given month. However, NTUA’s failure to provide Customer an invoice by the fifteenth (15th) day of the month preceding the month for which payment is due will negate Customer’s obligation to pay a late fee for that month. Delinquent accounts are accounts for which payment is sixty (60) days past due and are subject to immediate suspension or termination of the Services at the sole discretion of NTUA. If Services to Customer has been suspended for a delinquent account, Customer shall pay NTUA a \$150.00 reconnection fee per location identified in the Service Order or NTUA Service Order to have Services reactivated.
9. **Billing Disputes** – Billing disputes shall not be cause for Parties’ non-performance under this Agreement. Customer may dispute any charges for a period not to exceed ten (10) days from the due date (the “Dispute Period”) according to the provisions of Section 31 below. In the event Customer disputes any bill, Customer shall notify NTUA in writing with an explanation for the dispute and pay any undisputed charges. The Parties will cooperate in good faith to resolve any such disputes within a thirty (30) day period after the dispute is submitted to NTUA.
10. **Taxes** – Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other Navajo Nation, local, state and Federal taxes or charges, imposed on or based solely upon the use of the NTUA Services. Customer acknowledges and agrees that any goods or services provided within the territorial jurisdiction of the Navajo Nation are subject to the applicable Navajo Nation tax. 24 N.N.C. §601 *et seq.* As of January 1, 2013, the Navajo Nation tax rate is 5%, but is subject to change.

11. **Termination**

a. Either Party may terminate, or suspend its performance obligations of this Agreement upon providing the defaulting Party written notice and a thirty (30) day period to cure the defect if defaulting Party breaches any obligations under this Agreement not mentioned in paragraph 11(b). In the event the breach results in a Service Outage, Customer may exercise its right to terminate in accordance with the provisions of this Agreement without regard to this provision.

b. Either Party may terminate this Agreement immediately upon written notice to the other Party upon the occurrence of any of the following events:

- i. Consistent with applicable law then in force, (i) any voluntary or involuntary filing of a petition in bankruptcy with respect to the other Party, (ii) a petition or response seeking reorganization, dissolution, or similar relief with respect to the other Party, (iii) the appointment of any trustee, receiver, or liquidator for the other Party, or any general assignment for the benefit of creditors by the other Party, or (iv) any failure of the other Party to provide adequate assurance of performance under this Agreement following the filing of a petition in bankruptcy or similar filing.
- ii. The unauthorized assignment of this Agreement, or any part of this Agreement.
- iii. The unauthorized use of the Party's service marks, trademarks, tradename, or name without prior written permission of that Party.
- iv. As otherwise set forth in this Agreement.

12. **Termination Charges** – In the event Customer cancels or terminates Service(s) prior to the end of the Term and such termination is not in compliance with the provisions of Section 11a or 11b, Customer agrees to pay NTUA a termination fee (the "Early Termination Fee") equal to (i) one hundred percent (100%) of all remaining MRCs for the first three (3) years of the Term, (ii) seventy-five percent (75%) of all remaining MRCs for the and fourth year of the Term, and (iii) fifty percent (50%) of all remaining MRCs for the fifth year of the Term.

13. **Equipment** – Customer hereby acknowledges and agrees that all NTUA Equipment used in providing the Services shall remain the sole property of NTUA and shall not be removed or replaced by Customer without NTUA's prior written consent. Upon the termination of this Agreement for any reason, NTUA shall have the right, and Customer shall afford NTUA reasonable access to its facilities to remove the NTUA Equipment from Customer's premises.

14. **Customer Equipment and Facilities** – Customer shall, at its own expense, undertake all necessary preparations to comply with NTUA's installation instructions for Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.

15. **Independent Agent** – In performing services under this Agreement, NTUA and its employees shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of Customer or its parent or their affiliates.
16. **No Authority to Bind** – Parties will have no authority, and will not represent to any person or entity that it has any authority, to bind the other Party to any agreement or obligation with any potential customer or any other third party, or to commit the other Party to any price quotation or proposal.
17. **Local Exchange Carriers** – Customer will reasonably cooperate with NTUA in working with local exchange carriers and others for the provisioning of local access required as part of the Service Order.
18. **Service Access Security** – Customer shall be responsible for user access security. NTUA provides no user access security with respect to any of its customers or facilities of others connected to the internet.
19. **Pricing and Installation fee** – See Service Order or NTUA Service Order.
20. **Assignment** – The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, assign, transfer or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement. Either Party may, upon written notice to the other Party, assign or transfer its rights arising under this Agreement to any of the following (each a “Permitted Assignee”): a corporation, partnership or other entity that accepts all of the terms and conditions of this Agreement and possesses creditworthiness or financial capacity sufficient to satisfy all of the requirements of assigning Party under this Agreement, which (i) is controlled by, controlling or under common control with assigning Party, (ii) shall merge or consolidate with or into assigning Party, (iii) shall succeed to all or substantially all the assets, property and business of assigning Party, or (iv) is an affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. “Control” (including the correlative terms “Controls”, “Controlled by”, and “under common Control with”) shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.
21. **Notices** – All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via facsimile to the address set forth below or as may subsequently in writing be requested.

Customer:

Company Name	Apache County District II
Contact Name	Flora Nez
Email	fnez@co.apache.az.us
Main Phone	928-7553881
Alternate Phone	928-7553882
Fax	928-755-3226
Address	Ganado District Office P. O. Box 994 Ganado, AZ 86505
Billing Address	Ganado District Office P. O. Box 994 Ganado, AZ 86505

NTUA:

Company Name	Navajo Tribal Utility Authority
Contact Name	Monroe Keedo
Email	Monroek@ntua.com
Main Phone	1-928-729-6282
Alternate Phone	1-928-729-5721
Fax	1-928-729-2135
Address	Post Office Box 170 Fort Defiance, Arizona 86504

22. **Indemnification** – Customer agrees to defend, indemnify and hold NTUA and its affiliates, officers, directors, employees, agents, successors and assigns harmless from any and all losses, liabilities, damages and claims and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) (“Loss” or “Losses”) related to or arising from any third-party demand, claim or suit for damages, injunction, or other relief, on account of or arising from any actual or alleged: (i)

breach of any representation, warranty, covenant or provision of this Agreement; (ii) damage to any property; (iii) infringement of any intellectual property rights or ownership rights; (iv) public charges and penalties; or (v) demand, liability or lien, provided the foregoing arise in connection with (1) negligent acts or omissions or willful misconduct of Customer or any of its, officers, directors, employees, and agents (other than those acting in a capacity for NTUA) in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by NTUA which are connected or are to be connected to Services; and (2) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by or approved for use in connection with the Services by NTUA. Customer shall not, however, be responsible for any Losses caused by the sole negligence or willful misconduct of the NTUA and its officers, directors, employees, agents, successors and assigns (other than those acting in capacity for Customer).

As conditions to an indemnifying Party's obligations under this Section, an indemnitee shall (i) give the indemnifying Party prompt written notice of the claim, action or suit (provided that the failure by the indemnitee to provide prompt written notice shall not relieve the indemnifying Party from any of its obligations hereunder, except to the extent the indemnifying Party is actually prejudiced thereby), (ii) reasonably cooperate with the indemnifying Party in the defense and settlement of such claim, action or suit, and (iii) give the indemnifying Party authority to control the defense of the claim, action or suit and any settlement negotiations, provided the indemnifying Party will not agree to any non-financial settlement or terms or any admission of fault by the indemnitee without the indemnitee's prior written consent.

23. **Insurance** – Throughout the term of this Agreement, Customer shall maintain comprehensive liability insurance and workers compensation insurance on all its employees, and Customer shall carry coverage of not less than the following amounts: (i) commercial general liability insurance (including contractual liability coverage) with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming NTUA as an additional insured thereunder; (ii) auto liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming NTUA as an additional insured thereunder and (iii) workers compensation insurance as required by law. At the time of execution of this Agreement, Customer shall provide NTUA with a certificate of insurance evidencing the insurance coverages required under this Section, and thereafter Customer shall provide NTUA with certificates evidencing any renewal thereof. Any modification, renewal, replacement or cancellation of such insurance coverages to the extent feasible by Customer's insurer, will be provided to NTUA with thirty (30) days prior written notice to NTUA. Approval of Customer's insurance shall not relieve Customer of any obligation contained herein, including without limitation, Customer's defense and indemnity obligations. Customer's insurance shall be primary and non-contributory and is required to respond and pay prior to any other insurance or self-insurance available.
24. **Force Majeure** – Parties shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside the reasonable control of a Party ("Force Majeure"). Such Force Majeure events include fiber cuts not caused by NTUA or its contractors, fire, flood, earthquake, natural

disasters or other acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like, provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds, or other means (including disaster recovery services). However, the non-performing Party shall not be excused from its obligations to protect the other Party's Confidential Information or to provide disaster recovery and business continuity services as may be required under this Agreement. In such event the non-performing Party shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail, provided such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within twenty-four (24) hours of the inception of such delay) and describe with a reasonable level of detail the circumstances causing such delay. Should any event delay the performance by a Party for thirty (30) days or more, the other Party may terminate this Agreement upon written notice to the delayed Party; this right of termination for delay may be shortened with respect to any Service Order if stated in such Service Order.

25. **Confidential Information** – "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party, (iii) is approved by the disclosing party, in writing, for release, or (iv) is required to be disclosed by applicable law or proper legal, governmental or other competent authority (provided that the party whose information is to be disclosed shall be notified sufficiently in advance of such requirement so that it may seek a protective order (or equivalent) with respect to such disclosure, which the other party shall fully comply with), (v) is developed independently by the receiving party without reference to any of the information, technical data or know-how disclosed by the disclosing party.
26. **Nondisclosure of Confidential Information** – Neither party will disclose any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than employees who are required to have the information in order to carry out the discussions regarding the Relationship. Each party will inform employees to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the confidential nature of the Confidential Information and have such employees agree to abide by the obligations of confidentiality provided in this Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from

falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the disclosing party which may come to the receiving party's attention.

27. **CHOICE OF LAW AND JURISDICTION** – THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH LAWS OF THE NAVAJO NATION, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE NAVAJO NATION AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS TO THE EXTENT AUTHORIZED BY THE NAVAJO SOVEREIGN IMMUNITY ACT. Furthermore, nothing herein shall be construed as limiting or waiving NTUA's sovereign immunity rights except to the limited extent provided in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §551 *et seq.*
28. **Entire Agreement** – This Agreement supersedes all prior representations, agreements and understandings related to the Services whether oral, written or implied, with the exception of an executed Non-Disclosure Agreement between the Parties (if executed), and may only be modified in writing. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to any party or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
29. **WAIVER OF CONSEQUENTIAL DAMAGES** – EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF CONFIDENTIALITY OBLIGATIONS AND/OR CLAIMS SUBJECT TO INDEMNIFICATION FOR INTELLECTUAL PROPERTY CLAIMS, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
30. **No Warranty** – Services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, unless otherwise stated within this Agreement. No advice or information given by NTUA or its affiliates shall create a warranty. Neither NTUA nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on

the Service is free of harmful components. However, NTUA does warrant that the Services will be of a professional quality conforming to generally accepted industry standards and practices and the standards and service levels set forth on Exhibit C, and performed in a timely manner in accordance with the terms and conditions of this Agreement.

31. **Dispute Resolution** – The Parties shall endeavor to resolve all claims, disputes and any other matter in question between them first by informal good faith negotiation, which negotiation period shall not exceed thirty (30) calendar days. To initiate discussions pursuant to this Section 31, a Party shall provide written notice of a dispute to the other Party. Thereafter within ten (10) calendar days of receipt of the notice of the dispute, the dispute shall first be discussed and resolved by representatives of each Party having the authority to bind the Party they represent. Such representatives shall use their commercially reasonable efforts to amicably and promptly resolve the dispute. Pending resolution of any dispute, the Parties shall continue to perform their obligations hereunder. If the Parties are unable to resolve any dispute within twenty (20) calendar days of the first meeting where the dispute was discussed the Parties may proceed with any other legal rights or remedies afforded to them.

32. **Use of Trademarks** – A Party shall not use the other Party’s trademarks, logos, service marks or any other proprietary identifier in connection sales of products or services, or with advertising, promotional events or materials, press releases, or any other promotional materials unless the other Party has given written consent for such use.

33. **Counterparts** – This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished personally or by facsimile, electronic mail, courier or mail. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

34. **Nonwaiver** – Either Party's failure to enforce any of the provisions of this Agreement or any Service Order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of this Agreement or any Service Order.

35. **Survival of Obligations** – The expiration or termination of this Agreement shall not affect those provisions that by the nature thereof are intended to survive any such expiration or termination, including but not limited to those regarding: Confidentiality/Non-Disclosure; Indemnification; and, Law to Govern and Consent to Jurisdiction.

Customer

NTUA

Signature: _____

Signature: _____

Printed Name: Joe Shirley, Jr.

Printed Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

EXHIBIT A- Service Order

Service #	Location	Service Type	Planned Service Date	Quantity (Mbps)	Monthly Service Charge (MRC)	Non Recurring Charge (NRC) NN Tax Not Included
1.	Ganado District Office	DIA	TBD	50Mb	\$2,887.50	\$4986.62

- Rest of page intentionally left blank -

EXHIBIT B- Special Instructions

Special Instructions

- Rest of page intentionally left blank -

>
>
>
>
>
>
>
>
>
>
>
>
>
>
>

EXHIBIT C
Service Level Agreement (SLA)

This Exhibit C, Service Level Agreement (“SLA”), to the Network Services Agreement dated _____, 2017 between the **Navajo Tribal Utility Authority** (“NTUA” or “Company”) and **Apache County District II** (“Customer”) (the “Agreement”), establishes Company’s service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the “Service(s)”).

Technical Specifications and Performance Requirements for Network Services

Technical Specifications

A. LATENCY

Latency is the average roundtrip network delay measured using RFC 2544 and Y.1564 tests from A-Location to Z-Location within NTUA Network. Test is administered at time of circuit turn up. Any requests for Latency measurements will have to be coordinated and administered by NTUA. NTUA Network is expected to have an average round trip packet time within the NTUA Network of sixty (60) milliseconds or less.

B. THROUGHPUT (Bandwidth)

Bandwidth (usage) reports will be made available via email and will show monthly or other requested periods of bandwidth utilization and graphs.

“Throughput” will be measured relative to the theoretical maximum of the transport circuit measured in “bits per second” on a circuit between the Parties’ interconnection points. The Throughput test must validate 100% Throughput and will generally follow the methodology defined in the Internet Engineering Task Force (IETF) RFC 2544 and include validation with unicast and multicast Ethernet frames.

Throughput measurement testing will be performed prior to Customer acceptance of a Service and can be requested thereafter in the event Customer is experiencing Service impacting degradation issues. Any time after Acceptance, Customer shall initiate such request by opening a Trouble Ticket with NTUA. The Throughput measurement test is intended to validate network performance from end-to-end on NTUA’s facilities. Customer will be responsible for providing appropriate testing equipment and resources for requested Throughput testing.

NTUA Network is expected to have a maximum average packet loss of one percent (1%) or less during any calendar month.

C. NETWORK AVAILABILITY

End-to-end network availability (“Network Availability”) – Defined as the total number of minutes in a billing month during which a Service circuit is available and capable of exchanging data between the NTUA/Customer interconnection points divided by the total number of minutes in a billing month.

The calculation of Network Availability utilizes the Minutes Unavailable commencing after the earlier of (i) Customer advises NTUA to open a trouble ticket or (ii) NTUA becomes aware on its own of the outage or unavailability of the Service ("Trouble Ticket"), and is based on the availability of the Service during the monthly Service billing period in which the Trouble Ticket is applicable. Network Availability is calculated on reported or discovered Service Outages.

Network Availability is calculated as follows:

$$\text{Network Availability} = 100\% - \frac{\text{total number of minutes unavailable}}{\text{total minutes per month}} \times 100$$

NTUA Network service availability objective is 99.99% Network Availability.

D. FAULT MANAGEMENT

a. Mean Time To Restore

The mean time to restore (MTTR) measurement for a Service is the average time between the time a Trouble Ticket is opened and the time the Service is restored. If Customer disputes NTUA's determination of when the Service is restored, the Parties shall work together in good faith to resolve any such dispute within thirty (30) days. The "average time" is determined based on all Trouble Tickets with the same severity level associated with the same Service Outage (as defined below).

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level is:

Severity 1 – Critical	Average within 5 hours
Severity 2 – Major	Average within 8 hours

"Severity 1 - Critical" is defined as a complete outage affecting Customer's Service.

"Severity 2 - Major" is defined as a partial outage or service degradation affecting Customer's Service.

b. Network Maintenance

NTUA will perform routine network maintenance for network improvements and preventive maintenance. NTUA will provide seven (7) days advance notice to Customer of all such maintenance that is expected to result in a Planned Service Outage. For Emergency Maintenance, NTUA shall notify Customer as soon as is commercially practical under the circumstances. Planned Service Outages will not be calculated against technical measurements. If routine network maintenance exceeds the time scheduled and results in a Service Outage, Customer will be entitled to Outage Credits as specified in Section 7, for outage periods outside the scheduled maintenance window.

E. ROUTINE NETWORK MAINTENANCE WINDOWS

Unless otherwise agreed to between the parties, routine network maintenance will only be performed during NTUA's standard maintenance windows. Maintenance windows are as follows:

12 a.m. - 6 a.m. Local Time, Monday through Friday

If Planned Service Outages are expected during these specified times, Customer will be notified via email to the contact designated by the Parties. This notification will inform Customer of the anticipated time, duration and reason for the network maintenance. While the specified maintenance window is six (6) hours in length, it is rare that a given maintenance would require use of this entire window.


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

9/19/17 

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

County Manager: Discussion and possible approval of the Pioneer School Complex Lease Agreement between Northland Pioneer College and Apache County for the use of post-secondary education services.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

**PIONEER SCHOOL COMPLEX
LEASE AGREEMENT**

Apache County, a political subdivision of the State of Arizona (Lessor), and Northland Pioneer College, a community college in the State of Arizona (Lessee), enter into this Lease Agreement (Agreement) on this ____ day of _____, 2017.

RECITALS

Apache County owns real property and Improvements commonly called the Pioneer School Complex (Property) located In the City of St. Johns. As used in this Agreement, the term "Lessor" shall mean Apache County.

Lessee and Lessor desire to provide the most cost-effective and the highest quality post-secondary education to the citizens in the St Johns area of Apache County.

Lessee desires to lease a portion of the Property for educational purposes, and Lessor desires to lease a portion of the Property to Lessee.

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

AGREEMENT

I. TERM

The Term of this Agreement shall commence July 1, 2017 and shall terminate on June 30, 2022. The Lessor or the Lessee may terminate this Agreement by delivering to the other party written notice of intent to terminate the Agreement not less than one year prior to the date of the intended termination. Either Lessor or Lessee may extend this Agreement by delivering notice of the intent to extend this Agreement for an additional term not less than one year prior to date of the termination of the then-current term of this Agreement. Each such extension shall be for a term of five years, unless the parties agree otherwise in a writing signed by both parties.

II. PREMISES

Lessor shall lease to Lessee a portion of the Property described as the entire Western Wing of the Pioneer Building Complex, the kitchen and weight room area adjacent to the gym, and ADA accessible parking adjacent to the West side of the complex and immediately adjacent to the north wall of the western wing, all described in Exhibit A attached hereto.

II. RENT

Lessee shall not be required to pay rent payments; however, it is understood that by Lessor allowing Lessee to use the Property without pay, the cost of Lessee's services to Lessor are reduced, thereby reducing charges to be paid annually from Lessor to Lessee for such educational services.

III. UTILITIES

Lessee will assume full responsibility for the cost of utilities (electrical, sewer, water) associated with its occupancy of the Premises. Until the utilities provided to the Premises are segregated on a separate meter, total utility costs for the entire Property will be divided pro rata based upon the square footage of the space used or occupied by each tenant.

III. REPAIR AND MAINTENANCE

Lesser shall at times keep the Premises in a fit and habitable condition, and shall maintain in good working order, all plumbing, electrical and mechanical systems which are on and a part of the Premises.

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

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

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

IV. INSURANCE COVERAGE

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

IV. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, sublet, transfer or hypothecated in any manner of its rights under this Agreement without the express written consent of the Lessor.

VI. ATTORNEY'S FEES

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

VII. ARBITRATION AND LAW

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

VIII. INSPECTION

Except in cases of emergency or where notice is impractical, the Lessor shall have the right to reasonable access to inspect the Premises upon the giving of two days' notice to Lessee.

IX. BREACH

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

X. ENTIRE AGREEMENT

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

XI. NOTICES

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

To Lessor:

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

To Lessee:

Northland Pioneer College

XII. NON-DISCRIMINATION

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

XIII. MISCELLANEOUS PROVISIONS

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

XIV. CONFLICT OF INTEREST

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

In witness whereof, the parties execute this Agreement:

NPC (Lessee)

Jeanne Swarthout, President

Attest:

NPC Recording Secretary

Approved as to Form:

Attorney

Apache County (Lessor)

County Manager

Attest:

County Clerk

Approved as to Form:

Chief Deputy County Attorney

CODE INFORMATION

BUILDING IS USED AS A COMMUNITY COLLEGE

- 4943 SF TOTAL BUILDING SF.
- MIXED OCCUPANCY B AND A3
- B - OFFICE ADMIN AREAS
- A3 - LIBRARY
- AS - LIBRARY
- WALLS/RESTROOM AND CIRCULATION
- B - COMPUTER LAB
- B - AUDIO/VIDEO LABS

308+644 = 952 SF
 1288 SF = 1288 SF
 644 SF = 644 SF
 1135 SF = 1135 SF
 644 SF = 644 SF
 280 SF = 280 SF
 4943 SF = 4943 SF

9000 SF > ACTUAL OF 4943

NO SEPARATION REQUIRED 508.3.1 BETWEEN A3 AND B
 EXCEPTION 1. < 750 SF > A3 AREA IS 644 SF.

FIRE RESISTANCE RATING FOR BUILDING ELEMENTS
 NA - TYPE 3B

OCCUPANT LOAD 1004.1.1
 A3 LIBRARY - 644 SF / 50 = 12.88 = 13.0
 B OFFICE ADMIN - 952/100 = 9.52
 B CLASSROOMS
 1 - 644 SF/50 = 12.88 OCC = 13.0
 2 - 644 SF/20 = 32.00 = 32.0
 B AUDIO/VIDEO LABS
 1 - 140 SF/20 = 7.00 = 7.0
 2 - 140 SF/20 = 7.00 = 7.0
 B COMPUTER LAB
 1 - 644 SF/50 = 12.88 OCC = 13.0

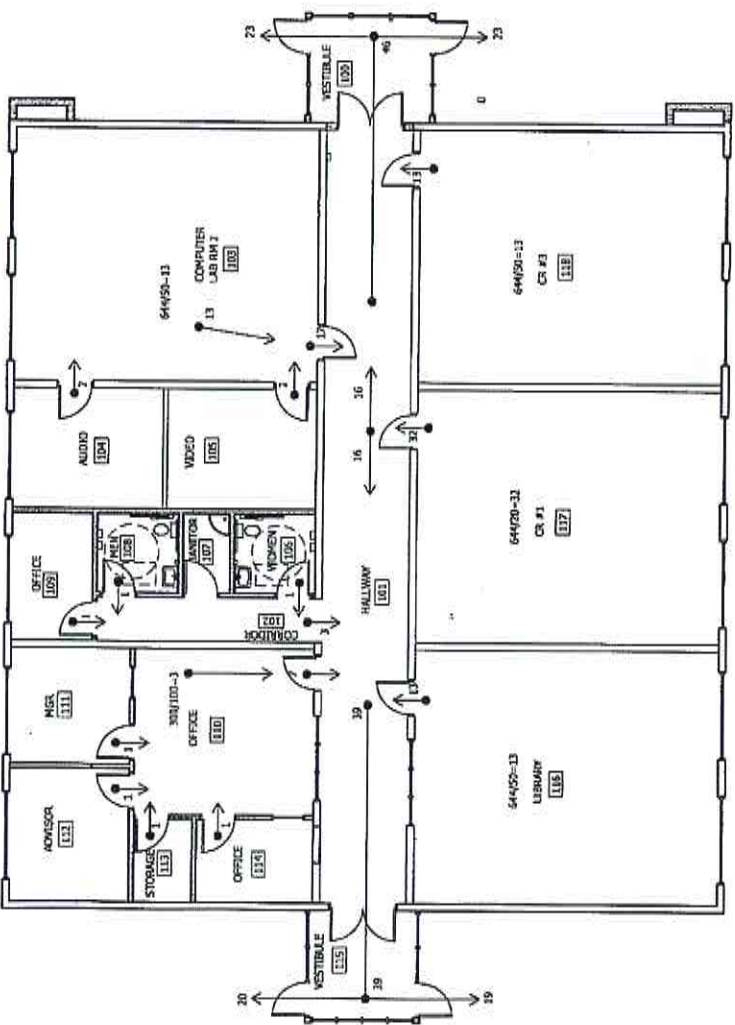
TOTAL OCC LOAD = 131.0
 94.52

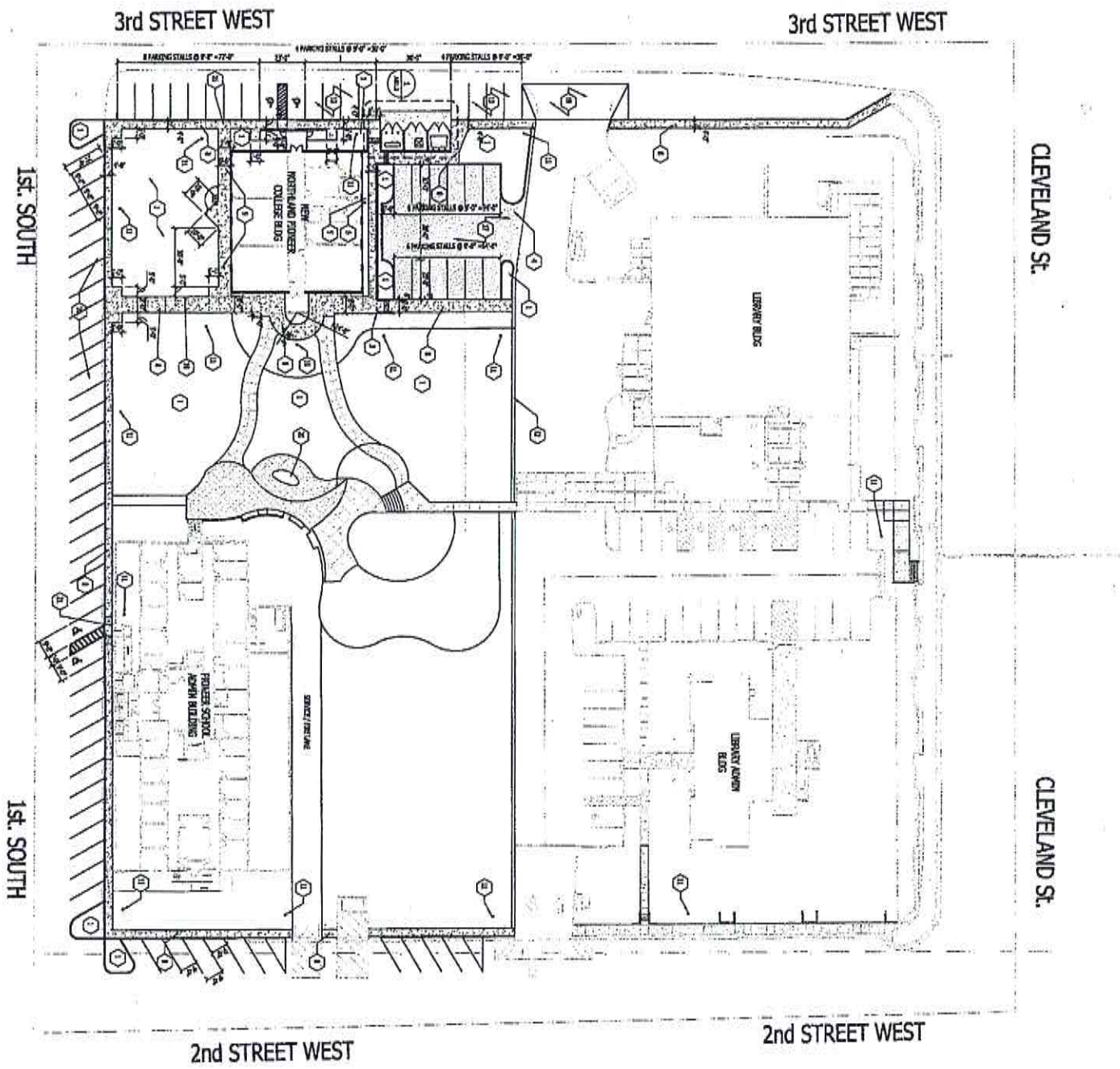
TOILET FIXTURE 94.52/2 = 47.26 MEN
 47.26 WOMEN

1 WC PROVIDED MEN/WOMEN
 1 LAV PROVIDED MEN/WOMEN

EGISTS REQUIRED - OCCUPANT LOAD IS - 95 1019.0
 EXIT WIDTH
 2 X 40 = 8 < 72" PROVIDED
 2 X 54 = 10.8 < 72" PROVIDED
 95 > = 2 EXITS REQUIRED 2 EXITS PROVIDED.

NORTHLAND PIONEER COLLEGE - ST. JOHNS FLOOR PLAN





- GENERAL NOTES:**
- A. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL SPECIFICATIONS FOR MATERIALS, DIMENSIONS, AND SCOPE OF WORK. THE CONTRACTOR SHALL VERIFY ALL UTILITIES DAMAGED DURING CONSTRUCTION AS PER LOCAL AGENCIES SPECIFICATION.
 - B. REFER TO CIVIL DRAWINGS FOR FINISH ELEVATION AND GRADING PLAN.
 - C. REFER TO CIVIL DRAWINGS FOR FINISH ELEVATION AND GRADING PLAN.

- KEYED NOTES:**
- 1. LANDSCAPE AREA
 - 2. CURB
 - 3. EXISTING TYPICAL
 - 4. EXISTING SIDEWALK
 - 5. WATER WETTER
 - 6. SLOPER
 - 7. DRAIN CHANNEL, SEE CIVIL
 - 8. NEW GRANITE SIDEWALK
 - 9. NEW GRANITE SIDEWALK
 - 10. NEW GRANITE SIDEWALK
 - 11. NEW GRANITE SIDEWALK
 - 12. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 13. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 14. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 15. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 16. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 17. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 18. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 19. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 20. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 21. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 22. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 23. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 24. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 25. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 26. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 27. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 28. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 29. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 30. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 31. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 32. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 33. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 34. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 35. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 36. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 37. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 38. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 39. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 40. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 41. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 42. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 43. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 44. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 45. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 46. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 47. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 48. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 49. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 50. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 51. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 52. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 53. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 54. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 55. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 56. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 57. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 58. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 59. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 60. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 61. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 62. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 63. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 64. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 65. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 66. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 67. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 68. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 69. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 70. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 71. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 72. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 73. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 74. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 75. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 76. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 77. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 78. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 79. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 80. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 81. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 82. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 83. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 84. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 85. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 86. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 87. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 88. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 89. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 90. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 91. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 92. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 93. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 94. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 95. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 96. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 97. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 98. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 99. NEW GRANITE DRAIN SMALL, SEE CIVIL
 - 100. NEW GRANITE DRAIN SMALL, SEE CIVIL

The Trust

in partnership with the Alliance and SCIP

VERIFICATION OF COVERAGE

ISSUE DATE: 7/17/2017	AGREEMENT NO.: 230
DISTRICT: NORTHLAND PIONEER COLLEGE 2251 NAVAJO BLVD. HOLBROOK, AZ 86025 MS. MADERIA ELLISON, CHIEF BUSINESS OFFICER	COVERAGE PROVIDED BY: ARIZONA SCHOOL RISK RETENTION TRUST, INC. 333 EAST OSBORN ROAD, SUITE 300 PHOENIX, ARIZONA 85012 PHONE: (800) 266-4911 FAX: (602) 266-7754

THIS VERIFICATION OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS VERIFICATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED. THIS VERIFICATION IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE DISTRICT FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS VERIFICATION MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE.

TYPE OF COVERAGE	LOCATION/DESCRIPTION	LIMIT OF COVERAGE
AUTOMOBILE PHYSICAL DAMAGE		
ALL RISK PROPERTY		
COURSE OF CONSTRUCTION		

TYPE OF COVERAGE	LIMITS OF LIABILITY
COMPREHENSIVE GENERAL, AUTO LIABILITY, AND PROFESSIONAL LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE
OTHER	

DESCRIPTION OF OPERATIONS, PERIOD AND CONDITIONS TO WHICH THIS COVERAGE APPLIES:
(NOTE: ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND DEDUCTIBLES CONTAINED IN THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.)

AGREEMENT NO.: 230	AGREEMENT PERIOD: 7/1/2017 UNTIL CANCELED
--------------------	---

THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR NORTHLAND PIONEER COLLEGE AS RESPECTS AS RESPECTS TO LEASING PROPERTY LOCATED AT 65 SOUTH 3RD WEST, ST. JOHNS, AZ, FOR NPC TO PROVIDE HIGHER EDUCATION IN THE ST. JOHNS AREA THROUGH JUNE 30 2018.
COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND DEDUCTIBLES DESCRIBED IN AGREEMENT NO. 230, APPENDIX A.1, ITEM 2., COVERAGE A., BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY AND COVERAGE C., PROFESSIONAL LIABILITY AND/OR PERSONAL LIABILITY BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ARIZONA SCHOOL RISK RETENTION TRUST, INC. WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE TRUST, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER: APACHE COUNTY MANAGER P.O. BOX 428 SAINT JOHNS, AZ 85936 ATTN: BETH BOND, ASSISTANT CLERK OF THE BOARD
--

Keith Oarde

7/17/2017

KEITH OARDE
FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.



May 26, 2017

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

NOTICE OF INTENT TO EXTEND AGREEMENT

Dear Mr. Wengert:

Please accept this communication as official notice of intent to extend the lease agreement dated June 30, 2007, which was then extended for the period July 1, 2012 to June 30, 2017.

I have included a copy of the agreement we have in our records. Several sections of the agreement need to be updated to reflect our current arrangements, they include: recitals, terms, premises, rent payments and utilities.

Northland Pioneer College appreciates the ongoing positive relationship with Apache County as we deliver educational services throughout the County. Please let me, or Nicole Ulibarri, know if you have any questions or concerns or how we can assist in moving this process forward.

Sincerely,

Ms. Maderia Ellison
Associate Vice President, Chief Business Officer

Quality education you can afford.



Northland Pioneer College

STRONG MINDS. STRONG COMMUNITIES.

*Copy
original
mailed
6/30/2011*

30 June 2011

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

NOTICE OF INTENT TO EXTEND AGREEMENT

Dear Mr. Wengert:

Please accept this communication as official notice of intent to extend the lease agreement dated 30 June 2007 between Apache County and Northland Pioneer College. I understand this extension will be for the period beginning 1 July 2012 through 30 June 2017. The remainder of the terms of the lease agreement will continue during the extension.

I have included a copy of the current agreement for your review. I believe the description of the premises may require an update. Is it possible to obtain a revised Exhibit A to the agreement?

Northland Pioneer College appreciates the ongoing positive relationship with Apache County as we deliver educational services throughout the County. Please let me know if you have any questions or concerns.

Sincerely,



V. Blaine Hatch

Vice President for Administrative Services

Navajo County Community College District
P.O. Box 610, Holbrook, AZ 86025-0610
800-266-7845 • www.npc.edu

**PIONEER SCHOOL COMPLEX
LEASE AGREEMENT**

City of St. Johns, a municipality and political subdivision of the State of Arizona (Current Owner), and Apache County, a political subdivision of the State of Arizona (Future Owner), either hereafter referred to as Lessor, and Northland Pioneer College, a community college in the State of Arizona (Lessee), enter into this Lease Agreement (Agreement) on this 30th day of JUNE, 2007.

RECITALS

The City of St. Johns owns real property and improvements and commonly called the Pioneer School Complex (Property) located in the City of St. Johns. It is fully understood by the parties hereto that the City of St. Johns is in the process of selling the Pioneer School Complex to Apache County and that this Agreement will survive the close of escrow. As used in this Agreement, the term "Lessor" shall mean the City of St. Johns prior to the transfer of the title of the Pioneer School Complex to Apache County, and shall mean Apache County after the transfer. Apache County agrees to be bound by the terms of this Agreement as if Apache County had been the original lessor under this Agreement.

Lessee and Lessor desire to provide the most cost-effective and the highest quality post-secondary education to the citizens in the St. Johns area.

Lessee desires to lease a portion of the Property for educational purposes, and Lessor desires to lease a portion of the Property to Lessee.

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

AGREEMENT

I. TERM

The Term of this Agreement shall commence July 1, 2007 and shall terminate on June 30, 2012. The Lessor or the Lessee may terminate this Agreement by delivering to the other party written notice of intent to terminate the Agreement not less than one year prior to the date of the intended termination. Either Lessor or Lessee may extend this Agreement by delivering notice of intent to extend this Agreement for an additional term not less than one year prior to date of the termination of the then-current term of this Agreement. Each such extension shall be for a term of five years, unless the parties agree otherwise in a writing signed by both parties.

II. PREMISES

Lessor shall lease to Lessee a portion of the Property described as the entire Western Wing of the Pioneer Building Complex, the kitchen and weight room area adjacent to the gym, and ADA accessible parking adjacent to the West side of the complex and immediately adjacent to the north wall of the western wing, all as described in Exhibit A attached hereto.

II. RENT PAYMENTS

Lessee shall pay to Lessor rent in the amount of One Thousand Two Hundred Fifty dollars (\$ 1,250.00) per month (\$15,000 annual). The payment is due in advance and payable on or before the first day of each month commencing July 1, 2007, and each month thereafter throughout the term of this Agreement.

III. UTILITIES

Lessee will assume full responsibility for the cost of utilities (electrical, sewer, water) associated with its occupancy of the Premises. Until the utilities provided to the Premises are segregated on a separate meter, total utility costs for the entire Property will be divided pro rata based upon the square footage of space used or occupied by each tenant.

III. REPAIR AND MAINTENANCE

Lessor shall at all times keep the Premises in a fit and habitable condition, and shall maintain in good working order, all plumbing, electrical and mechanical systems which are on and a part of the Premises.

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

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

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

IV. INSURANCE COVERAGE

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

V. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, sublet, transfer, or hypothecated in any manner of its rights under this Agreement without the express written consent of the Lessor.

VI. ATTORNEY'S FEES

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

VII. ARBITRATION AND LAW

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

VIII. INSPECTION

Except in cases of emergency or where notice is impractical, the Lessor shall have the right of reasonable access to inspect the Premises upon the giving of two days notice to Lessee.

IX. BREACH

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

X. ENTIRE AGREEMENT

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

XI. NOTICES

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

Before Transfer:

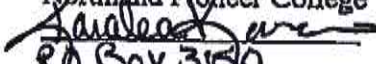
City Manager
City of St. Johns
P.O. Box 455
St. Johns, AZ 85936

After Transfer:

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

To Lessee:

Northland Pioneer College


P.O. Box 3150
St. Johns, AZ 85936

XII. NON-DISCRIMINATION

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

XIII. MISCELLANEOUS PROVISIONS

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

XIV. CONFLICT OF INTEREST

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

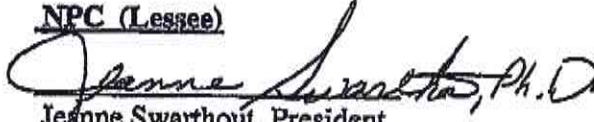
THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

In witness whereof, the parties execute this Agreement:


City of St. Johns (Lessor)


Mayor

NPC (Lessee)


Jeanne Swarthout, President

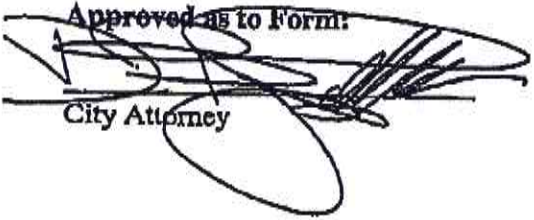
Attest:


City Clerk

Attest:


NPC Recording Secretary

Approved as to Form:


City Attorney

Approved as to Form:


Attorney

Apache County (Lessor)


County Manager

Attest:


County Clerk

Approved as to Form:


Chief Deputy County Attorney

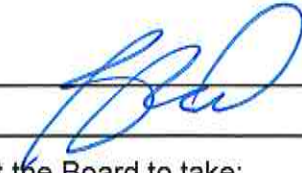
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

9/17/17 

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

Craig Sullivan, Executive Director, County Supervisor's Association: Report on recent County Supervisors Association activities including a discussion on the recent legislative session and budget.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

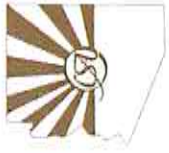
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials 



County Supervisors Association



**53rd Legislature, First Regular Session:
Briefing to Apache County**

September 19, 2017

County Supervisors Association



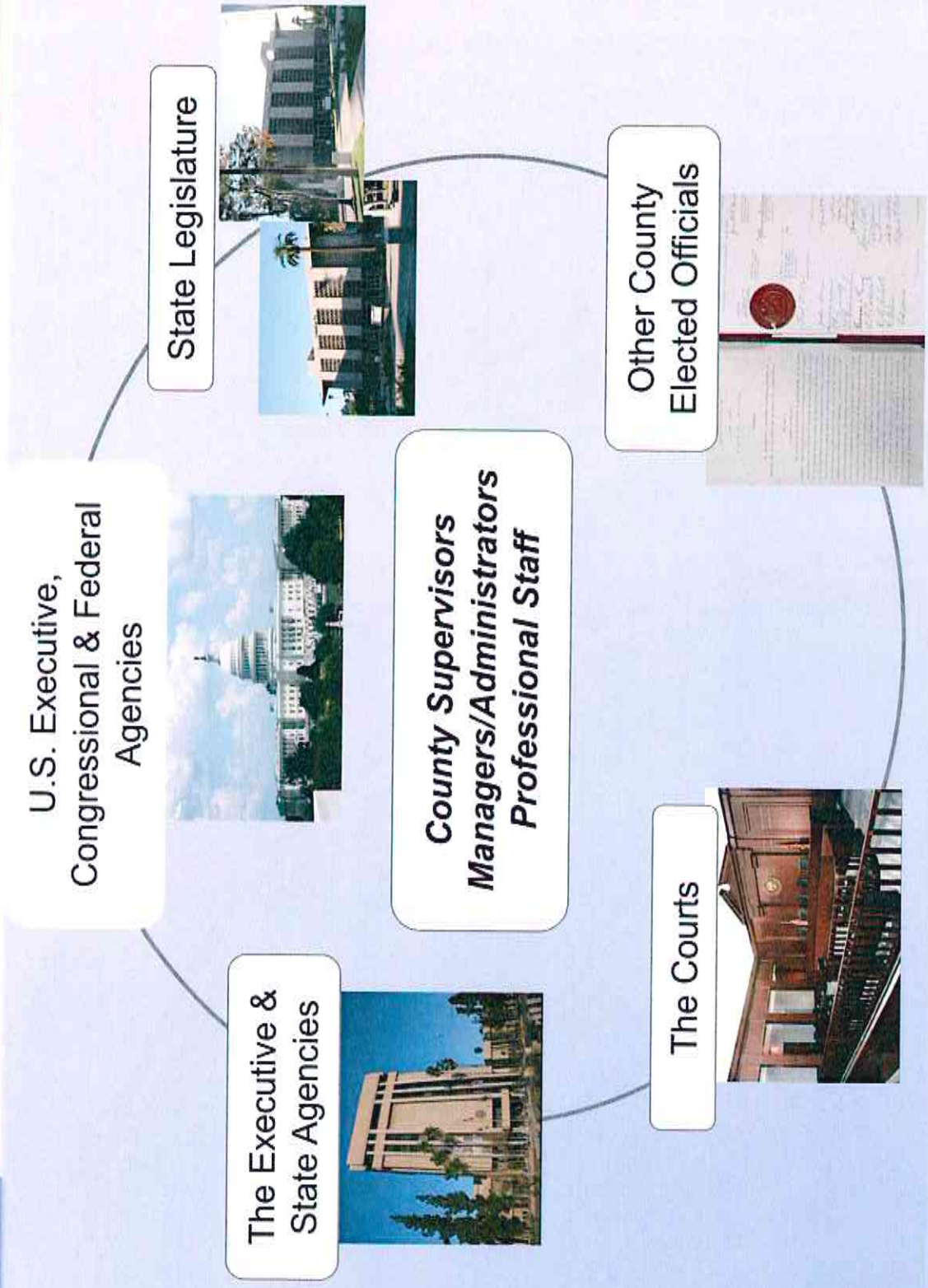
CSA's Purpose:

- *CSA is a non-partisan forum for Arizona's 61 county supervisors to address important issues facing local constituents, providing a mechanism to share information, and to advance a proactive state and federal policy agenda.*

Core Goals:

- *Protect and enhance county authorities and resources in order to promote efficient, responsive constituent services.*
- *Develop and disseminate information to assist state and local decision-making.*

Intergovernmental Engagement



Annual Report FY17-18



FY 16-17 Association Report

- 27 Callegas
- 22 Ortopa
- 7 CA bills
- 4 Financial

Association C

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

Association B

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

Association A

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

Association D

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

Association E

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

Association F

- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

FY 2016-17 Annual Report

CSA'S PURPOSE

The CSA is a non-partisan forum for Arizona's 51 county supervisors to address important issues facing local constituents, to provide a mechanism to share information, and to advance a proactive state and federal policy agenda.

EXECUTIVE COMMITTEE MEMBERSHIP

Hon. Tammy Martin, Gila County
President

Hon. Anthony Smith, Pinal County
President Elect

Hon. Russell McCloud, Yuma County
First Vice President

Hon. Rudy Molera, Santa Cruz County
Second Vice President

Hon. Steve Gallardo, Maricopa County
Third Vice President

CSA PROFESSIONAL STAFF

Craig A. Sullivan, Executive Director

Penny Adams, Director of Finance & County Services

Kristen Cepeda, Senior Legislative Liaison

Brandon Met, Budget & Policy Analyst

Yvonne M. Ortega, Executive Assistant & Special Projects

Angela Ruffalo, Intern

GOAL GOALS

- Protect and enhance county authorities in order to promote efficient, responsive services.
- Develop and disseminate information to all local decision-making.

GOAL CAPABILITIES

CSA capabilities leveraged by:

- County Supervisors
- County Managers
- Legislative Affairs Staff
- Technical Experts
- Affiliate Organizations



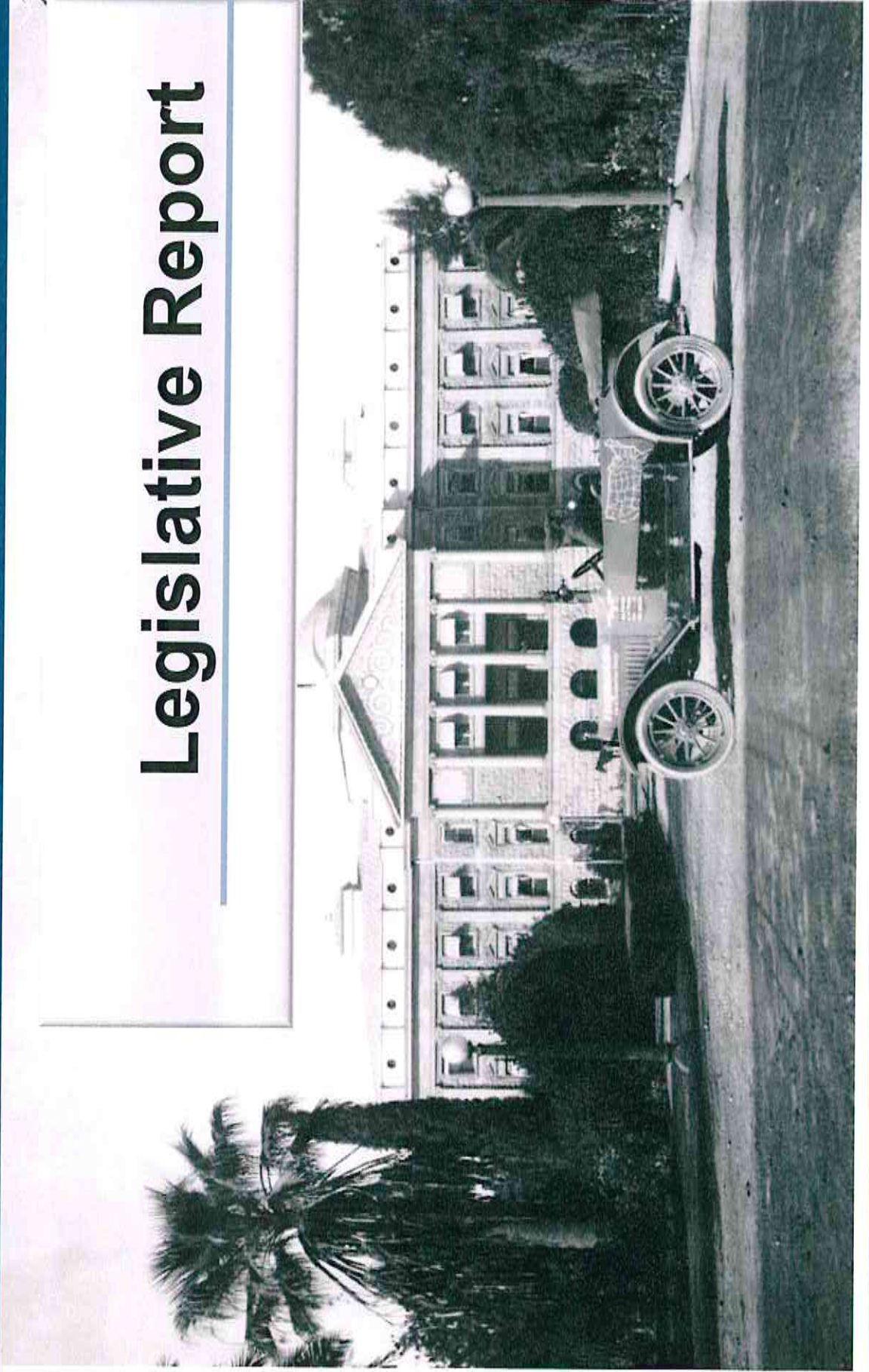
STRATEGIES

- Advance a proactive policy agenda
- Leverage statewide county supervisor lobby
- Develop legislative champions statewide
- Support membership via outreach and support
- Identify, promote and develop information assist state and local decision-making
- Retain and develop a talented, knowledgeable
- Maintain a fiscally efficient, service-oriented

- Advocacy & Policy Development
- Federal Advocacy & Policy Development
- Research & Information Products
- Media, Communication & Outreach
- NACo Engagement
- Informing County Leaders



Legislative Report



Getting the Message Out

- Counties mobilize to communicate priorities
- Ongoing conversations with lawmakers (bipartisan, rural caucus)
- Engaged appropriators, including subcommittees

ARIZONA REPUBLIC
AZREP.COM

Counties to state: Pay us back now

Funding sweeps depleted coffers amid recession

REBEKAH L. SANDERS
THE REPUBLIC | AZCENTRAL.COM

County officials across the state are waiting anxiously for the Arizona Legislature to deliv-

County Supervisors Association 2017 Legislative Priorities

The following priorities will provide meaningful relief to all counties and promote good and proper stewardship of taxpayer resources.

Eliminate State Mandate for Counties to Fund ADIC & Reform Arizona Livable Justice System

- ADIC is a state-mandated program that requires counties to fund a state-run program that is not only expensive but also ineffective.
- ADIC is a state-mandated program that requires counties to fund a state-run program that is not only expensive but also ineffective.
- ADIC is a state-mandated program that requires counties to fund a state-run program that is not only expensive but also ineffective.

County Supervisors Association 2017 Budget Priorities

Eliminate State Mandate for Counties to Fund ADIC & Reform Arizona Livable Justice System

- ADIC is a state-mandated program that requires counties to fund a state-run program that is not only expensive but also ineffective.
- ADIC is a state-mandated program that requires counties to fund a state-run program that is not only expensive but also ineffective.
- ADIC is a state-mandated program that requires counties to fund a state-run program that is not only expensive but also ineffective.

County officials across the state are waiting anxiously for the Arizona Legislature to deliver funding

Sup. Jack R. Smith
@JackRSmithAZ

Testifying in the Land, Agriculture and Rural Affairs Committee of Lottery revenue

County	Revenue	Expenditure	Net
Apache	1,000,000	1,000,000	0
Cochise	2,000,000	2,000,000	0
Cocopah	3,000,000	3,000,000	0
Graham	4,000,000	4,000,000	0
Greenlee	5,000,000	5,000,000	0
Maricopa	6,000,000	6,000,000	0
Mohave	7,000,000	7,000,000	0
Navajo	8,000,000	8,000,000	0
Pinal	9,000,000	9,000,000	0
Pima	10,000,000	10,000,000	0
Santa Cruz	11,000,000	11,000,000	0
Yavapai	12,000,000	12,000,000	0
Yuma	13,000,000	13,000,000	0
Total	100,000,000	100,000,000	0

House Appropriations Subcommittee on Health

FY2018 COUNTY BUDGET PRIORITIES

- Eliminate mandate to fund ADIC - \$11.3M
- Continue county HUSF revenue restoration - \$10M
- Provide \$1.65M additional in-lieu lottery revenue for Mohave, Pinal and Yavapai (10 small) counties are included in the Budgetline
- Oppose diverting \$6.5M of local government TFR shared revenue for University Capital Investment

House Appropriations Subcommittee on Public Safety, Infrastructure and Resources

NEXT

State Budget: County Results



ADJC: Maintains county payment of \$11.26 million for the cost of Arizona Department of Juvenile Corrections (ADJC); however the budget includes a one-time appropriation of **\$8 million** to the Arizona Department of Administration to partially reimburse counties for ADJC costs in FY2018. County impact is **\$3.26 million**.

Lottery: Appropriates **\$7.2 million** to Arizona Department of Administration to distribute to 13 counties under 900,000 persons in lieu of county lottery revenue.

HURF: Provides an ongoing appropriation of **\$30 million** for the Highway User Revenue Fund (HURF), of which, **\$10 million** will be allocated to counties.

Flexibility Language: Allows counties under 250,000 persons to use any source of county revenue to meet any county fiscal obligation up to **\$1.25 million**.

University Bonding: No county impact

CSA Priorities: Results by County



County	FY2018		FY2018
	Maintained In-Lieu Lottery	Net New Relief	
Apache	\$ 550,050	\$ 362,513	
Cochise	\$ 550,050	\$ 487,046	
Coconino	\$ 550,050	\$ 559,144	
Gila	\$ 550,050	\$ 215,944	
Graham	\$ 550,050	\$ 143,308	
Greenlee	\$ 550,050	\$ 47,025	
La Paz	\$ 550,050	\$ 184,699	
Maricopa	\$ 0	\$ 8,950,566	
Mohave	\$ 0	\$ 1,294,118	
Navajo	\$ 550,050	\$ 463,067	
Pima	\$ 0	\$ 2,968,414	
Pinal	\$ 0	\$ 1,801,892	
Santa Cruz	\$ 550,050	\$ 197,050	
Yavapai	\$ 0	\$ 1,280,856	
Yuma	\$ 550,050	\$ 663,807	
Total*			\$ 19,619,450

Flexibility Language

Any Fiscal Obligation

- Counties with fewer than 250,000 persons may meet any county fiscal obligation up to \$1.25 million

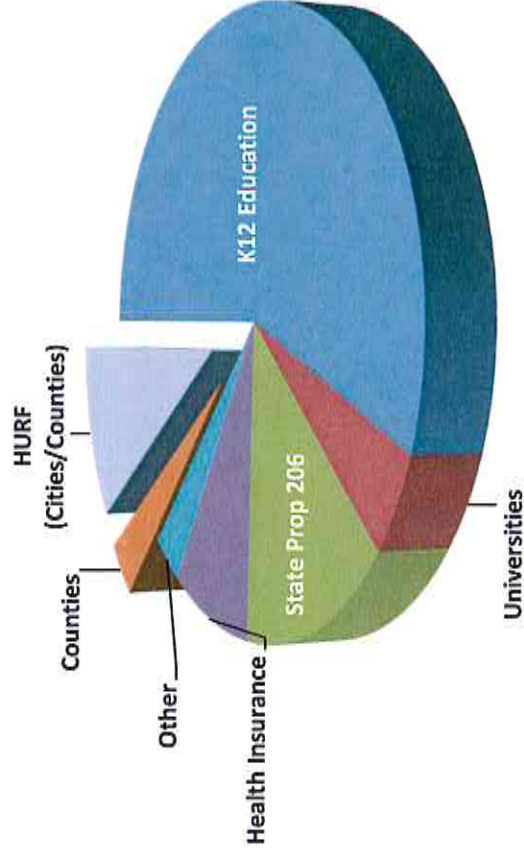
Linked to Shifts

- SVP payments
- RTC payments
- ADJC payments
- ADOR payments

State Budget: New Spending



FY2018 New Spend (One-time & Ongoing)



Major Ongoing Items

- \$30 million Local HURF Offset
 - Begins in FY2018
 - Counties receive \$10 million
- \$27 million University Capital Bonding
 - Begins in FY2019
- Teacher Salary Increase over 2 years
 - \$34 million in FY2018
 - \$68 million in FY2019+

State Budget



In Millions*

	FY17	FY18	FY19	FY20
Ongoing Revenues	\$9,377	\$9,676	\$10,028	\$10,464
Ongoing Expenditures	\$9,373	\$9,655	\$9,943	\$10,320
Structural Balance / (Deficit) [^]	\$4	\$21	\$85	144
Carry Forward	\$288	\$192	\$123	\$202
Fund Transfers	\$144	\$8		
One-Time Expenditures	\$261	\$162	\$65	\$45
Ending Balance / (Deficit)	\$171	\$38	\$58	\$157

*Figures may not add due to rounding.

[^]Excludes one-time revenues and expenditures and does not account for \$460M in "rainy day" fund.

Note: All numbers are taken from the JLBC report on the FY 2018 budget as passed by the Legislature.

2017 Session by Numbers



Bills

Introduced	1,079 bills
<i>County Relevant</i>	<i>423 bills</i>
Passed	353 bills
Signed	342 bills
Ballot Propositions	1 bill

Vetoed 11 bills

Signed Rate 31.69%

122 day Legislative Session, 5 days longer than last year

- 117 day session in 2016
- 81 day session in 2015
- 101 day session in 2014
- 151 day session in 2013

CSA Priorities: Legislation



Enacted into law:

- HB2065 waste tire disposal; continuation (Coleman) Ch.192
- HB2407 appropriation; counties; essential services (Stringer) *In Budget*

Did not advance through the process:

- HB2230 intergovernmental public transportation auth.; taxation (Shooter)
- HB2258 county contributions; hospitalization; medical; repeal (Thorpe)
- HB2332 property tax valuation appeals (Campbell)
- HCR2011 motor vehicle fuel taxes (Campbell)
- SB1406 contributions; committed youth repeal; committee (Fann)

Please note, bills with a chapter number have become law, bills without a chapter number died in the process.

CSA Priorities: Supporting Legislation



Risk Management

- SB1025 public entities; absolute immunity; defenses (*Burges*) Ch. 253
- SB1332 workers' compensation; settlement; travel expenses (*Fann*) Ch. 287
- SB1407 workers' compensation; employee definition; notice (*Fann*)

County & Affiliates

- SB1316 jail districts; maintenance of effort (*S. Allen*) Ch. 181
- SB1328 election proclamation; board clerk (*S. Allen*) Ch. 271



CSA Concerns: Defeated



Select Defeated Bills

- HB2143 public contracts; procurement (*Leach*)
- HB2179 municipalities; counties; intergov. agreements; reqs (*Ugenti-Rita*)
- HB2212 federal financial assistance; reports (*Leach*)
- HB2325 property tax assessment of greenhouses (*Ugenti-Rita*)
- HB2398 invalid annexation; procedure (*Bowers*)
- HB2419 S/E occupational regulation (*Leach*)
- HB2521 TPT reform; contractors (*Cobb*)
- SB1243 misconduct involving weapons; public places (*Kavanagh*)
- SB1329 fire flow requirements; rural applicability (*S. Allen*)
- SB1371 S/E hotel and motel ownership; prohibition (*Peterson*)
- SB1479 mental health treatment; patient transport (*S. Smith*)

CSA Concerns: Amended & Passed



Select Favorably Amended

- HB2365 NOW: wireless facilities; collocation; rights-of-way (*Weninger*) Ch. 124
- HB2477 civil forfeiture; report information; remedies (*E. Farnsworth*) Ch. 149
- SB1214 NOW: cable affiliates; Wi-Fi equipment (*Fann*) Ch. 205
- SB1442 CORP; modifications (*Lesko*) Ch. 163
- SB1480 revisions; community facilities districts (*S. Smith*) Ch. 208

CSA Concerns: Signed



Problematic Bills Signed

- HB2233 NOW: home-based businesses; regulations (*Weninger*) Ch. 228
- HB2406 counties; municipal land acquisition; limitation (*Leach*) Ch. 296
- SB1152 tax authorization; consolidated election dates (*Lesko*) Ch. 332

2017 Summary: By the numbers



- \$ 19.6 million in net new financial relief to counties
- 1 CSA bill signed into law
- 1 CSA policy issue inserted in the budget
- 24 bills defeated or amended that would have harmed counties
- 3 bills of concern signed into law



Post Session Work Plan



County Outreach:

- *Local board briefings May through August*
- *Managers meetings in June and August*
- *Discussion of potential initiatives and strategies*
- *Support county education of local lawmakers*

Legislator, Policy Staff & Stakeholder Outreach

- *Major taxpayer outreach*
- *Leadership/Appropriations Chairs/Staff Briefings*
- *JLBC/OSPB briefings*

Interim research and stakeholder processes:

- *Department of Juvenile Corrections*
- *Transportation Advocacy: Roadway Needs Study (AACE)*
- *EORP Crisis/Pension Reform Implementation*
- *County Financial Analysis*
- *AGC Procurement Issue*
- *TPT Reform*
- *AZ Water Initiative planning process*
- *Monitor legislative study committees*
- *County regulatory processes*



Policy Development Process



**County legislative proposals were due to
CSA August 18, 2017**

CSA Board of Directors meeting:

- September 21, 2017

**CSA Legislative Policy Summit hosted by
Maricopa County**

- *Talking Stick Conference Center, Scottsdale*
October 24-26, 2017

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

Notification of the Eastern Arizona Counties meeting on September 20, 2017 at 3:00 p.m. the County Supervisors Association (CSA) building, 1905 W. Washington Street, Phoenix, Arizona, Small Counties Association meeting at 5:30 p.m. at the CSA building, 1905 West Washington Street, Phoenix Arizona, the County Supervisors Association meeting on September 21, 2017 at 10:00 a.m. at the CSA building, 1905 West Washington Street, Phoenix, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance.

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:



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

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

BOS Meeting Date Requested 9/19/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

