



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS,
April 15, 2014
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Invocation by Invitation.
Pledge of Allegiance.

1. Brad Traver, Petrified Forest Superintendent: Presentation on opening new lands within the Petrified Forest National Park.
2. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated March 27, 2014, April 1, 2014 and April 3, 2014.
- *B. Request approval of demands dated April 1, 2014 to April 15, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
- *C. Request approval of a Special Event Liquor License for the Alpine Business Association for the Alpine Country Blues Festival, located at 42665 Highway 180 in Alpine, Arizona on June 20 & 21, 2014.

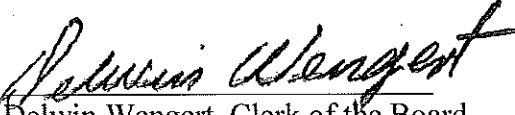
School Superintendent's Office:

- *D. Request authorization to use donation money from Navajo Tribal Utility Authority in the amount of \$125.00 for the Annual Teacher of the Year event.
- 3. Sheriff's Office: Discussion and possible approval to enter into a Cooperative Law Enforcement Agreement with the USDA/Forest Service Apache-Sitgreaves National Forest in the Amount of \$10,120.00 with no matching funds required. This is an ongoing grant.
- 4. Sheriff's Office; Discussion and possible approval to enter into an Agreement for Services with LeadsOnline, an online reporting and criminal investigation system for receiving data for use by law enforcement. The cost is \$2,238 and will be paid using RICO funds.
- 5. Finance Department: Discussion and possible approval of the amendments to the Finance Department's Purchasing Policy regarding professional services such as engineering & surveying services, software consultants, architects, etc.
- 6. County Attorney's Office: Discussion and possible approval to convert a vacant Attorney I position to an Attorney II position and hire James Parker at a salary of \$73,834.
- 7. County Manager: Notification of the Governor's Proclamation designating April as County Government Month.
- 8. County Manager: Presentation regarding legislative updates on the HURF and PILT funds.
- 9. County Manager: Discussion and possible approval of the renewal of the Agreement between Apache County and Veritas Research Consulting to serve as the Apache County Natural Resource Coordinator.
- 10. County Manager: Discussion and possible approval of an agreement with Veritas Research Consulting to prepare a "Gap" analysis for the Apache County Natural Resources Plan at a not to exceed cost of \$9,000 provided through a grant to the Eastern Arizona Counties Association.
- 11. County Manager: Update on the surplus items offered at public auction.

12. Notification of the Small Counties Forum meeting on April 16, 2014 at 6:00 p.m. at the County Supervisors Association Building (CSA), 1905 W. Washington Street in Phoenix, and the County Supervisors Association meeting on April 17, 2014 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street in Phoenix. Also notification of the Northern Arizona Council of Governments (NACOG) meeting on April 24, 2014 at 9:00 a.m. at the High Country Conference Center, 201 West Butler Avenue, in Flagstaff, Arizona, where two or more members of the Apache County Board of Supervisors may be in attendance.

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: 4/9/14 at 4:00 a.m. p.m. by DS.


Delwin Wengert, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager - Delwin Wengert

Date/Signature: 2/20/14

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

Presentation by Bond TRAUER - Petrified Forest National PARK. MR. TRAUER is the PARK Superintendent. His presentation is a power point regarding opening of new lands within the PARK. BOS Meeting Date Requested April 1, 2014 15th

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

RM
Romie

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

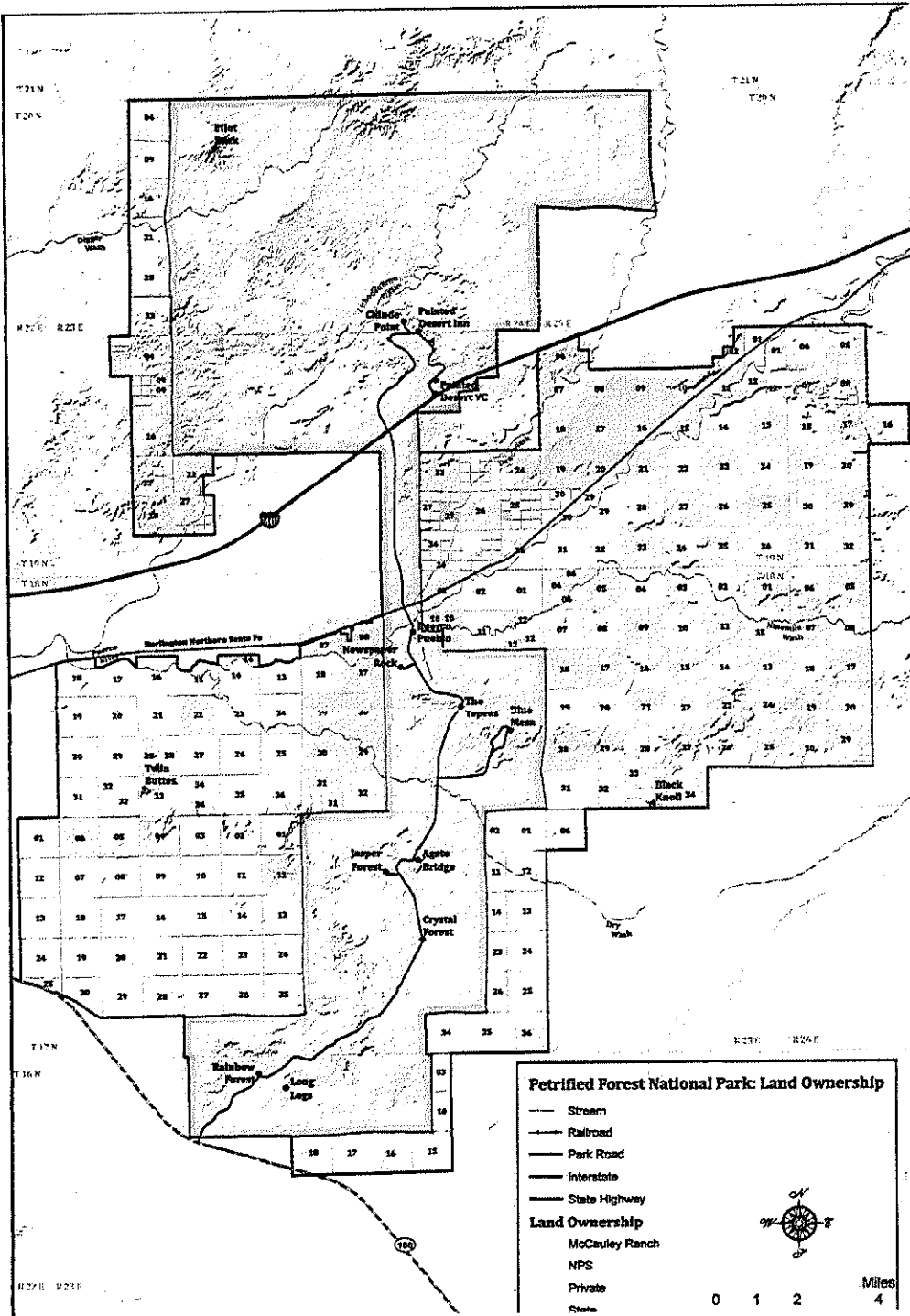
National Park Service
U.S. Department of the Interior
Petrified Forest National Park



Petrified Forest Expansion

Apache County – April 2014

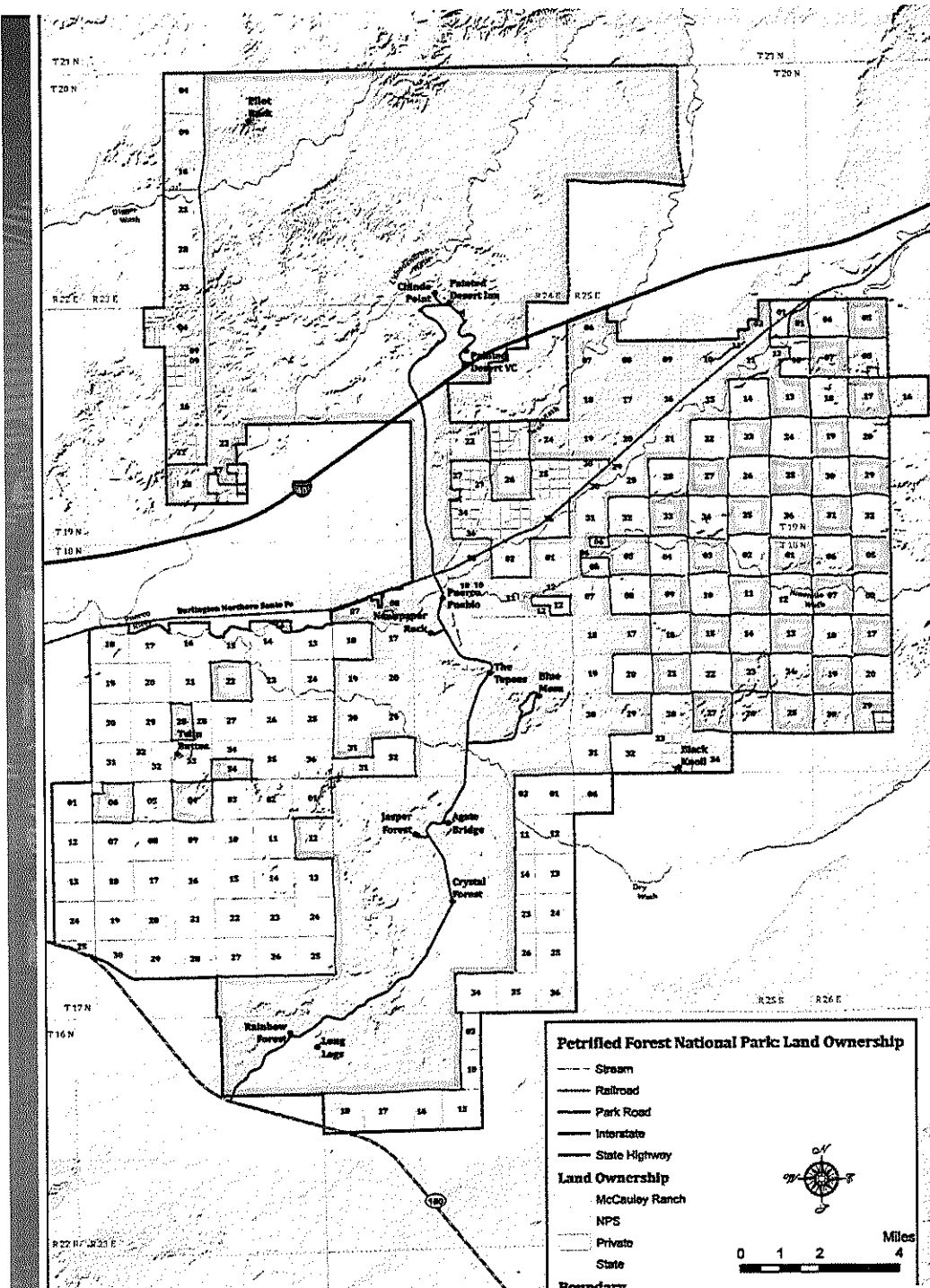
EXPERIENCE YOUR AMERICA



The park in 2004

And, all of the park
that's open to
visitors today

EXPERIENCE YOUR AMERICA



The park in 2014 – lands transferred from BLM and purchased with the help of The Conservation Fund

- 13,210 acres contiguous and accessible from main park road
- 1440 acres around a proposed wilderness access
- Over 41,000 acres checkerboarded or accessed through a new entry – excludes ASLD
- 2600 acres inaccessible

EXPERIENCE YOUR AMERICA

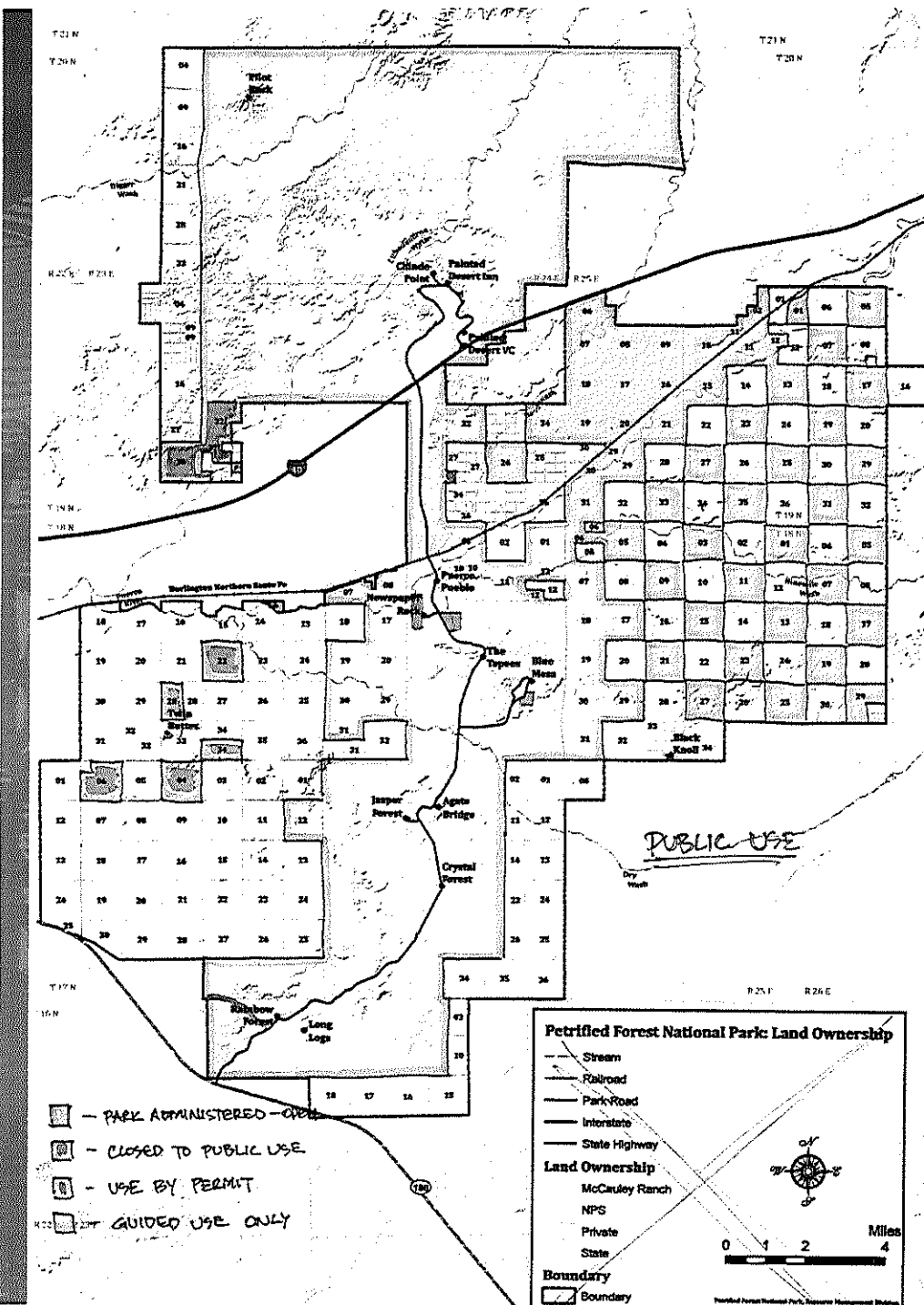


EXPERIENCE YOUR AMERICA









Proposed public uses in 2014

- No color inside green outline – open
- Red – closed to public use
- Blue – Open by permit only

Proposed public uses in 2015

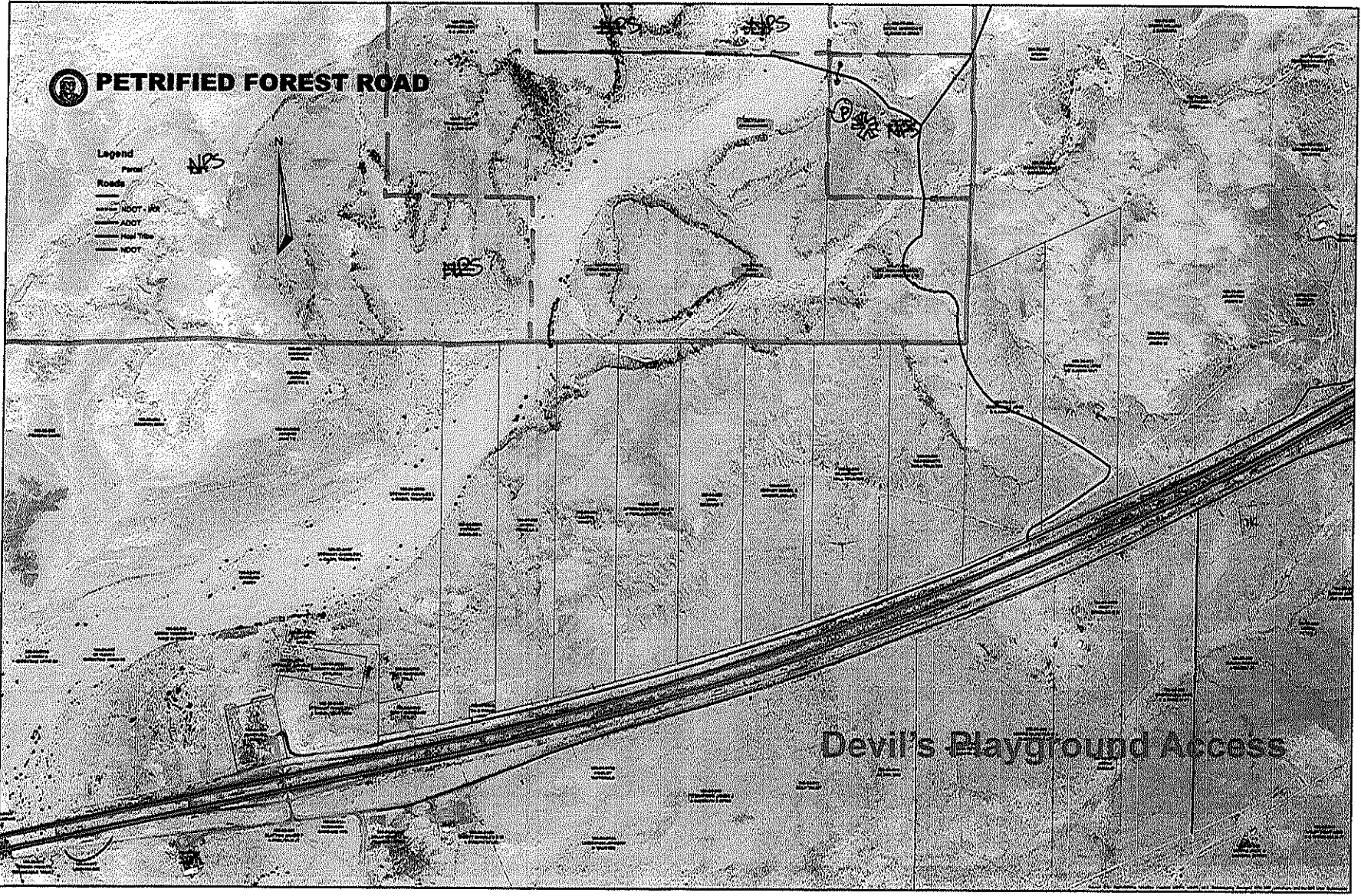
- Yellow – Guided use only
- Checkerboarded area under discussion with ASLD for “conservation lease”

EXPERIENCE YOUR AMERICA



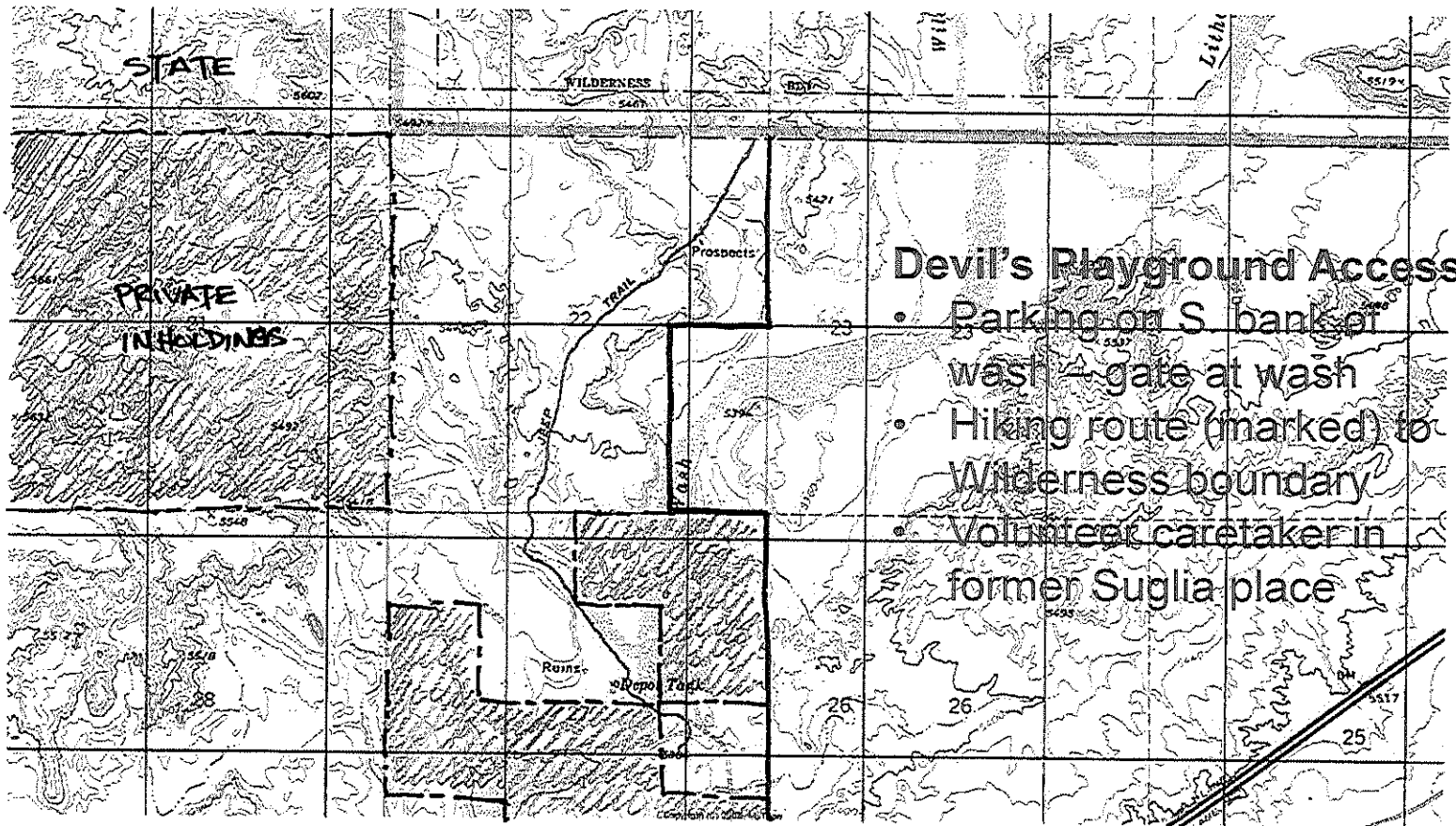
PETRIFIED FOREST ROAD

- Legend
- Permit
- Roads
- NDOT - PR
 - ADOT
 - Trail Title
 - NDOT



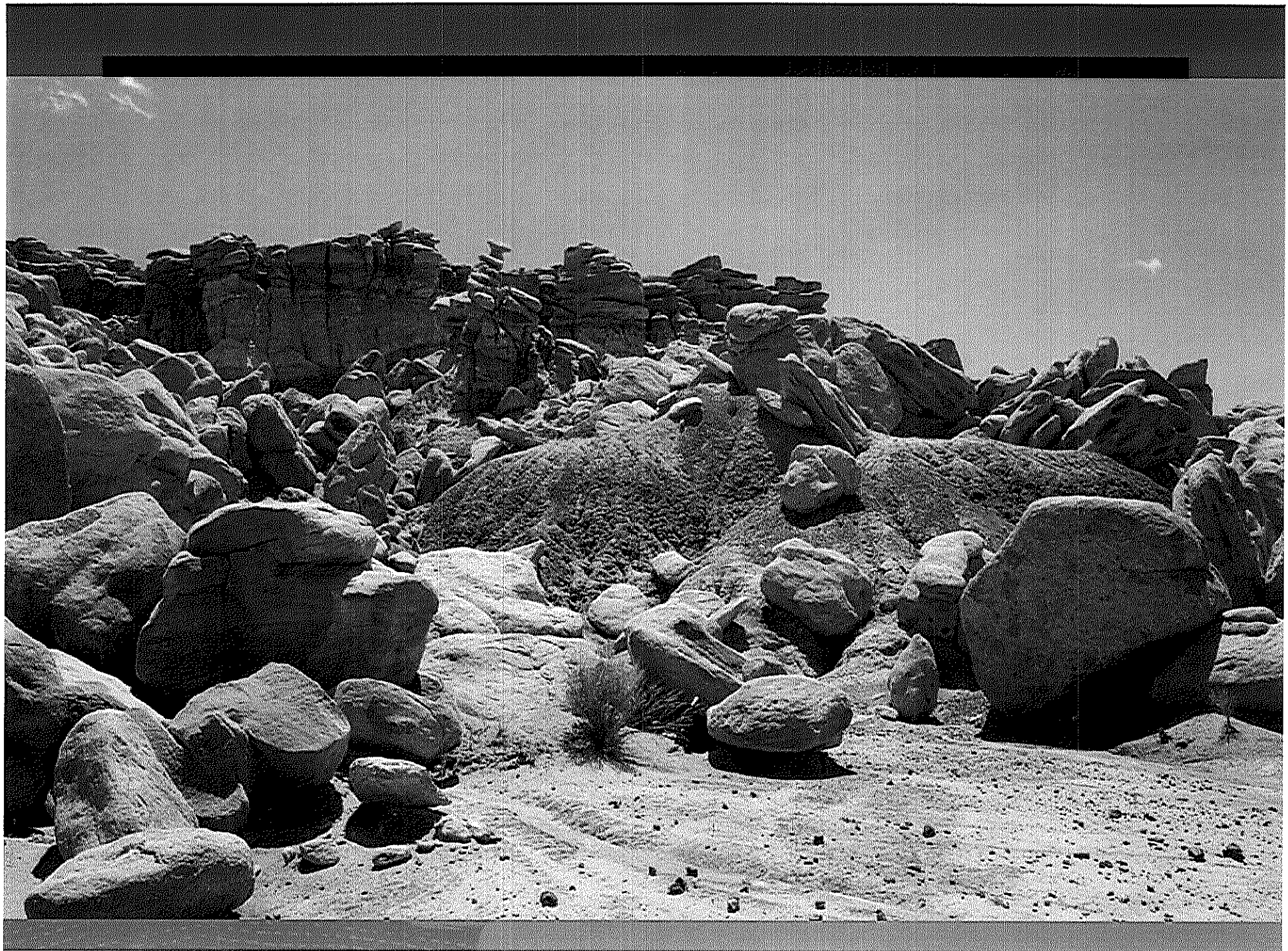
Devil's Playground Access

EXPERIENCE YOUR AMERICA



The route of a potential wilderness access from the former Gautney property to the wilderness boundary – total approximately 2 miles. Shows park boundary and park-owned lands.

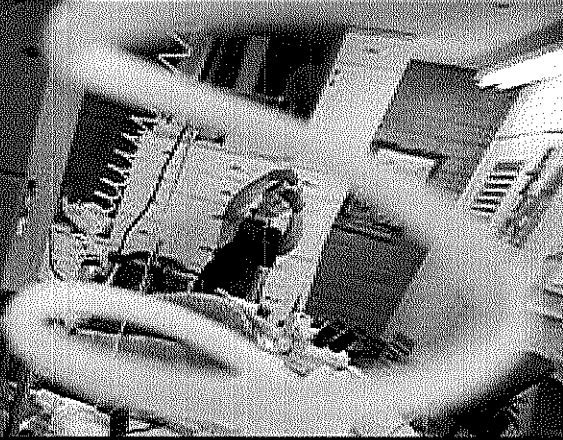


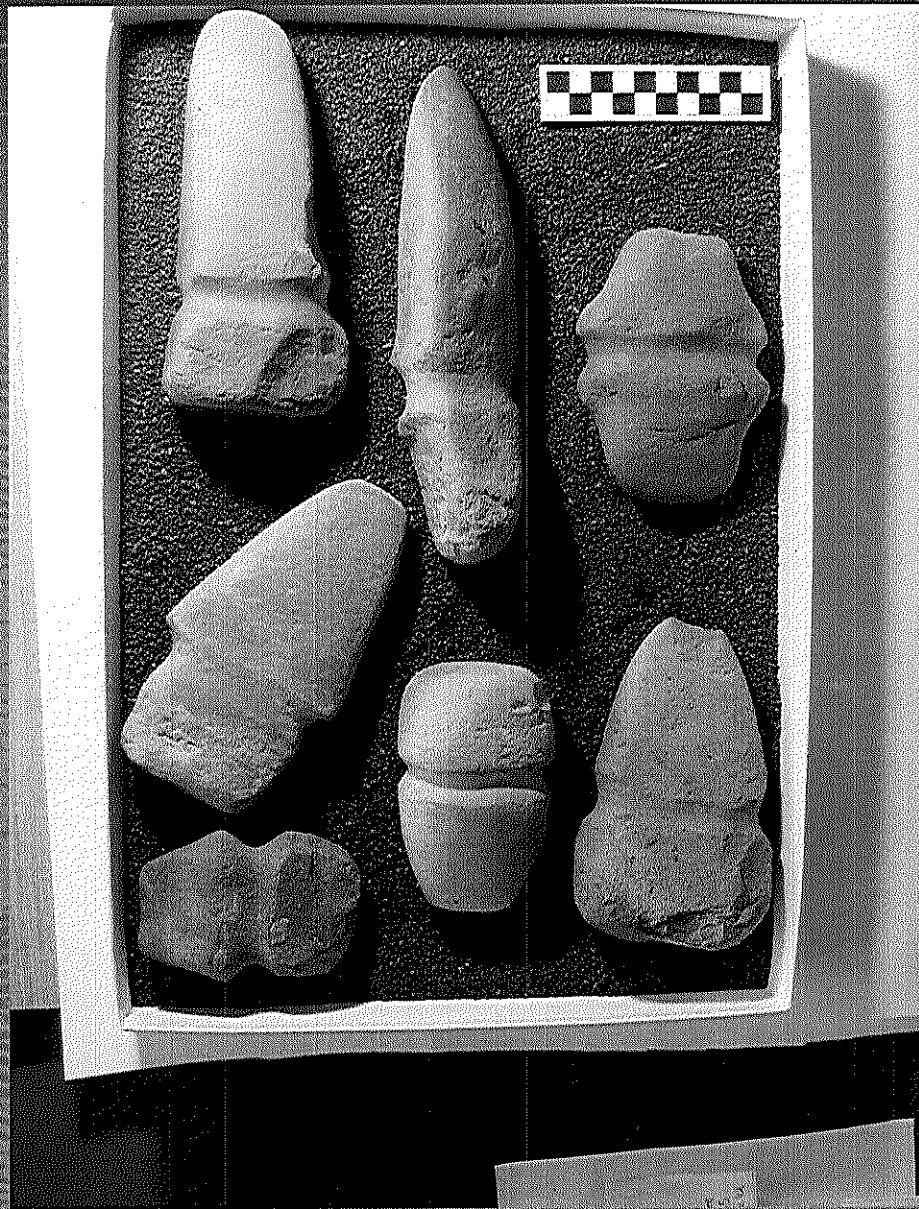




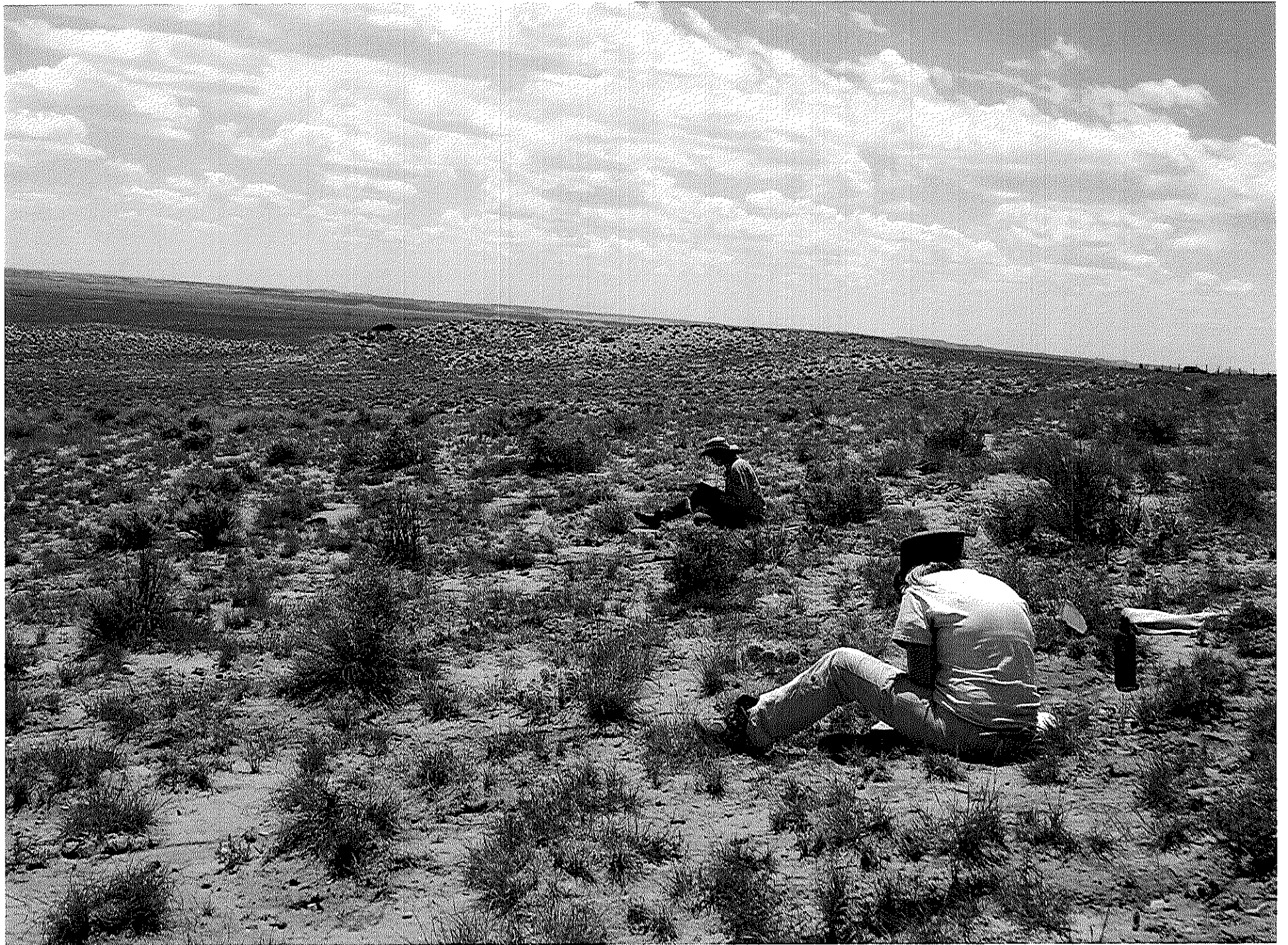
2013 Field Season







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Visitor Facility Improvements



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EXPERIENCE YOUR AMERICA

National Park Service U.S. Department of the Interior

[Find a Park](#) [Discover History](#) [Explore Nature](#) [Get Involved](#) [Working with Communities](#) [Teachers](#) [Kids](#) [About Us](#)



Explore This Park

There are park alerts in effect.

[SHOW ALERTS >](#)

Park Home

Plan Your Visit

- [Directions](#)
- [Operating Hours & Seasons](#)
- [Fees & Reservations](#)
- [Accessibility](#)

Things To Do

Outdoor Activities

- [Trails](#)
- [Hiking](#)
 - [Off the Beaten Path](#)
- [Geocaching, EarthCaching](#)
- [Backpacking](#)
- [Horseback Riding](#)

Indoor Activities

- [Guided Tours](#)
- [Special Programs](#)
- [Nearby Attractions](#)
- [Camping](#)
- [Schedule Of Events](#)
- [Places To Go](#)

Things To Know Before You Come

- [Brochures](#)

Photos & Multimedia

History & Culture

Nature & Science

For Teachers

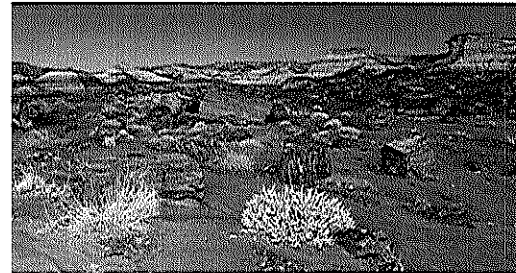
For Kids

News

Management

Support Your Park

Off the Beaten Path



Jasper Forest at Twilight
Andrew M. Keaton, USNPS

Get off the road-get off the paved trail! See something new and interesting!

[Jasper Forest](#)

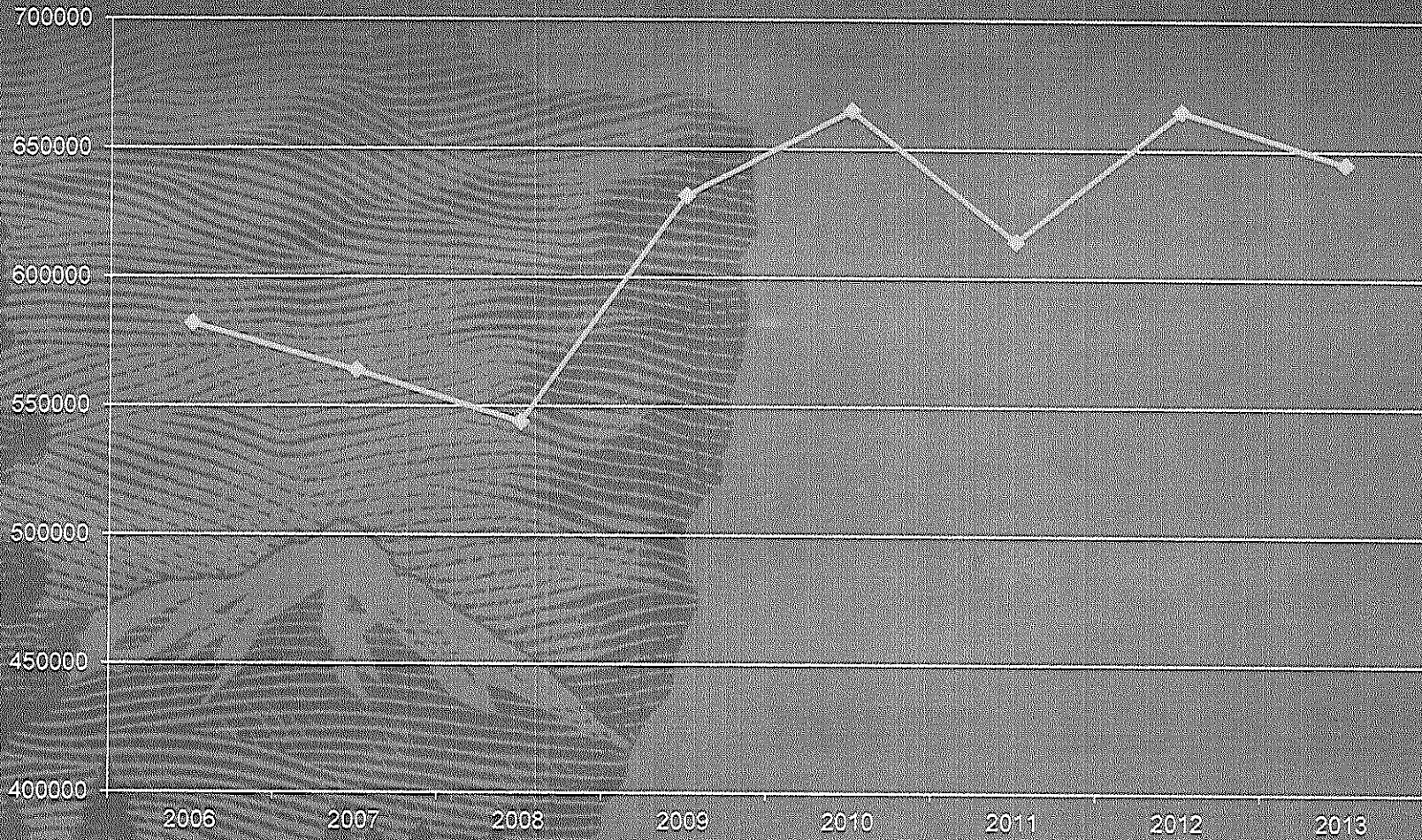
[Billings Gap](#)

[Blue Forest Trail](#)

[Marion's Butte](#)

More options for exploring the park

Petrified Forest Visitation



EXPERIENCE YOUR AMERICA

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING
March 27, 2014
St. Johns, Arizona

Vice Chairman Barry Weller and Assistant Clerk of the Board Beth Bond were present. Participating via the telephone; Tom M. White, Jr. Supervisor Joe Shirley, County Manager/Clerk of the Board, Delwin Wengert and Attorney Joe Young.

Chairman White called to order the Board of Supervisors Special meeting at 3:02 p.m. MST in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Beth Bond presented the item requesting approval to relocate the regular April 1, 2014 Board of Supervisors meeting to the Ganado Road Yard, Highway 264, mile marker 466.8 in Ganado, Arizona at 8:30 a.m. MST/ 9:30 a.m. MDST.

Mr. Weller voiced his opposition to relocating the meeting to Ganado. Mr. Weller stated that in moving the meeting, it provided an appearance that justifiably could be perceived as inconsiderate of the electorate and his desire is to continue on a path of being considerate of the electorate and leans towards inclusiveness as opposed to potential divisiveness. Mr. Weller stated that he received several contacts from citizens in the county as well as state legislators that put the county in a less than flattering light for public opinion and this may result in legislative action putting the county in less than a complementary position. Mr. Weller stated that having citizens concerned with their rights and the action to relocate the April 1, 2014 meeting, considering all the recent history will not, in his opinion do anything to help unite us. Mr. Weller stated that there are concerns being raised regarding the constitutional rights of citizens being erased by one action of moving the meeting to the Navajo Nation. Mr. Weller stated that a venue on the Navajo Nation as he understands it requires a citizen to have the right to attend any public Board meeting; give up their normal understood constitutional rights and fall under Navajo Nation law as soon as they enter Navajo Nation land. Mr. Weller stated that the constitutional rights of the citizens are basic to the purpose of our existence as a government entity and that we are here to protect the constitutional rights of our citizens, not deny them by Board action and the citizens of this country should not have to be required to give up any rights to attend a public meeting of their county government. Mr. Weller stated that the jurisdiction of this Board is state regulated, not Navajo Nation regulated. Mr. Weller called for a legal opinion on this matter from the County Attorney's Office and he does not believe the County Attorney can in anyway, assure the citizens of southern Apache County that all of their constitutional rights will be fully protected and be defensible under the United States Constitutional law when on Navajo Nation land. Mr. Weller requested the County Attorney provide a written opinion on this issue as soon as possible and asked that the April 1st meeting, or any future meeting not be held on Navajo Nation land until a written opinion on this issue is provided because it also has the appearance of infringing on the Open Meeting Law along with citizenship rights. Mr. Weller stated that if the meeting cannot be attended by the public due to constraints of the public's rights, that meeting will not meet the criteria to be open to the public as state Open Meeting Law requires and he will be opposing any movement to relocate the April 1, 2014 meeting. Mr. White stated that this is

not the first time a Board meeting has been held up North and this has never been an issue in the past. Mr. Shirley stated that he has served Apache County for 20 years and there have been meetings held up north with previous Boards and there has never been any issue and that the people up north vote in county and state elections and are citizens of the State of Arizona as well as the United States and the Navajo Nation and he is not sure what Mr. Weller is arguing because they have constitutional rights up north as well. **Mr. Shirley made the motion to move the April 1, 2104 meeting to Ganado. Mr. White seconded the motion.** Mr. Weller stated that he looked forward to the meeting up north but once the call to the public was removed from the agenda and then the appearance that there was an avoidance of the scheduled (April 1st) protest on the issue, many citizens got involved and raised these constitutional issues and this is coming from the people of this county that are concerned about their rights and concerned about the infringement on them by maneuvering the meeting at an inappropriate time. Mr. Weller stated that he supports the public's concerns and agreed that it was a very inappropriate time to move a meeting and stated that he will be opposing the action. Mr. Weller asked Attorney Joe Young if he was on the line and would provide the legal opinion he requested. Mr. Young responded that the County Attorney's Office is obligated to provide a legal opinion on request and will provide one. Motion passed 2-1 with Mr. Weller voting to oppose the relocation of the April 1, 2014 meeting.

Mr. Shirley moved to adjourn the meeting. Mr. Weller stated that he wanted additional discussion with Attorney Joe Young so he will not be seconding the motion. Mr. White seconded the motion. Meeting was adjourned 2-0 with Mr. Weller not voting.

Approve this 15th day of April, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
April 1, 2014
Ganado, Arizona

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

Chairman White called to order the Apache County Board of Supervisors' meeting and the Public Health Services District meeting at 8:34 a.m. in the Ganado Road Yard Conference Room Highway 264 mile marker 446.8 in Ganado, Arizona and welcomed all in attendance.

Recorder Lenora Fulton gave the invocation.

Milton Ollerton led the Pledge of Allegiance.

Chairman White called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval to increase the work hours for April Blair, Program Coordinator I from 40 hours per pay period to 48 hours per pay period, effective April 6, 2014 and will be paid using budgeted funding. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

District III Supervisor Barry Weller, stated that due to the unexpected wording change of his agenda items and the relocation of the Board meeting which prevents a face to face discussion he is removing the items for a future agenda. 1. Discussion and possible action regarding the return of the call to the public to the beginning of the agenda of Board of Supervisor's meetings and item 2. District III Supervisor Barry Weller: Discussion and possible action regarding the process of changing the location or time of Board Meetings that have already been approved at the beginning of each calendar year. Chairman White removed the items.

Mr. Wengert presented the consent items A-F and recommended approval. **Mr. Shirley moved approval. Mr. Weller requested to pull Item D and E for discussion prior to approval. Mr. Shirley modified his motion to approve A, B, C & F. seconded by Mr. Weller.** County Manager/Clerk of the Board: A. Request approval of minutes dated March 18, 2014. B. Request approval of demands dated March 18, 2014 to April 1, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount AGUERO, ROBIN R 4,000.00 AMIGO CHEVROLET 1,510.20 ASHTONS REPAIR INC 1,216.34 AZ DEPT OF HEALTH SERVICES 1,260.00 BAKER'S

OFFICE CITY 2,484.57 BARNES, PATRICIA M 3,935.00 BOB BARKER COMPANY INC 1,821.16 BRADCO 5/3,860.50 COURTESY CHEVROLET 75,019.26 CREATIVE MULTIMEDIA INC (CMI) 30,165.00 CRISS CANDELARIA LAW OFFICE 1,746.75 DEMCO 1,416.81 DEWITT, COLLIN J 3,000.00 DIAMOND DRUGS INC 3,179.52 DOYLE, WILLIAM 4,381.84 EMPIRE MACHINERY 2,510.50 FERRELLGAS 2,267.57 FLEET PRIDE 2,743.59 FRONTIER 1,453.88 GALLUP INDEPENDENT 3,087.12 GRAVES PROPANE CO INC 2,053.13 HORNE AUTO CENTER INC 1,385.29 INTERNATIONAL LACTATION CONSULTANT ASSOC 4,430.00 KATHLEEN M MCGUIRE PSY D LLC 3,535.00 MYRON CORP 4,688.15 NAVAJO TIMES PUBLISHING COMPANY INC 4,988.88 NAVAJO TRIBAL UTILITY AUTHORITY 1,170.19 NAVOPACHE ELECTRIC COOPERATIVE 13,114.66 NORCHEM DRUG TESTING LABORATORY 1,512.23 OFFICE OF THE AUDITOR GENERAL 6,500.00 PATTERSON, DANA BRYCE 8,500.00 PERFECT PRINTZ LLC 2,250.53 QUILL CORP 2,532.72 RECON OIL INC 3,000.00 REPACORP 1,506.80 SECURUS TECHNOLOGIES INC 1,431.89 SIERRA PROPANE 1,090.19 SPRINGERVILLE AUTOMOTIVE SERVICE 2,538.69 THORNHILL, JAMES DEWEY 2,720.00 TJP COMMUNICATIONS 1,254.58 TYLER TECHNOLOGIES INC 40,813.09 VERIZON WIRELESS 1,483.00 WELLS FARGO BANK 1,768.74 WESTERN DETENTION PRODUCTS INC 1,092.02 WOODLAND BUILDING CENTER 1,866.01 YOUNG, JOSEPH 6,110.00 APACHE COUNTY MEDICAL 147,634.00 APACHE COUNTY TAX WITHHOLDING 127,921.82 AZ STATE RETIREMENT SYSTEM 85,020.76 COLONIAL LIFE AND ACCIDENT INS 1,291.45 CORRECTIONS OFFICER RET PLAN 8,793.52 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,205.94 MUTUAL OF OMAHA 1,304.12 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 13,825.82 PUBLIC SAFETY SHERIFF RET 30,135.42 SECURITY BENEFIT GROUP 1,371.00 SUPPORT PAYMENT CLEARINGHOUSE 2,554.58 A & E REPROGRAPHICS 1,998.00 AMAZON COM INC 3,236.65 ASHTONS REPAIR INC 1,107.41 AVAYA COMMUNICATIONS 1,381.19 BAKER'S OFFICE CITY 1,143.35 BANK OF THE WEST 1,499.51 BANK OF THE WEST - 6432 1,594.26 BAUMAN HOME AND AUTO INC 1,403.27 BRADCO 10,797.13 BRAUN NORTHWEST INC 94,178.00 DEAN, WILLIAM F 4,050.00 DLT SOLUTIONS 2,370.35 EVENFLO COMPANY INC 2,657.91 FRONTIER 1,003.02 GRAVES PROPANE CO INC 1,146.23 HATCH MOTOR COMPANY SNOWFLAKE 1,668.94 HAVERLAND, FOREST V 1,420.27 HESCO BASTION INC 24,150.00 HEXT, CHRISTINA T 1,870.75 HOLMAN'S USA LLC 8,829.93 INGRAM LIBRARY SERVICES 5,015.30 MR BUBBLES 4,731.91 NAVAJO TRIBAL UTILITY AUTHORITY 3,377.23 NAVOPACHE ELECTRIC COOPERATIVE 3,129.21 OFFICE DEPOT 1,649.50 OVERDRIVE INC 3,274.38 PERFECT PRINTZ LLC 1,389.28 PILKINGTON ADVERTISING DESIGN LLC 3,625.00 PITNEY BOWES 4,159.79 PRODUCTIVE CORPORATION 49,887.74 QUILL CORP 1,978.41 SALINE PEST MANAGEMENT INC 1,005.00 TEDFORD, THOMAS F 8,166.42 TJP COMMUNICATIONS 1,667.47 UNIVERSAL FLEET CARD 1,656.29 US DEPARTMENT OF AGRICULTURE 10,038.54 US POSTMASTER 3,393.76 VALLEY AUTO PARTS 1,577.59 VERIZON WIRELESS 1,379.03 WELLS FARGO BANK 2,372.96 WHITE MOUNTAIN PUBLISHING CO 2,050.79 YOUNGS FUTURE TIRE 3,486.10 SOUTHERN COUNTIES OIL COMPANY 22,137.72 C. Request approval of a Special Event Liquor License for Corporal Joe McCarthy American Legion Auxiliary for a Memorial Day parade and luncheon on May 26, 2014 at the Concho Lions Club Park in Concho, Arizona. F. Request approval to re-appoint Tom Tilford and

Patsy Plant as Planning and Zoning Commission members for another 4 year term. Vote was unanimous.

Mr. Weller stated that the reason he requested Consent Item D. be pulled from the Consent Agenda was because there was no letter attached in the backup material. (D. Request approval of a letter to the Arizona Liquor Board opposing the renewal of liquor licenses for Red Barn, Lee's Liquor and High Country located in the Sanders and Chamber, Arizona areas). Mr. Weller stated that he had personally sent in a letter to the Liquor Control Board to support the chapter house and encouraging the liquor board to deny the renewal. Mr. White stated that once the Board approves, a letter can be generated by the County Managers Office. County Attorney Whiting stated that he could draft the letter. A discussion was held regarding the need to get the letter to the Liquor Board as soon as possible.

Char James, with the Renewal of Hope Task Force encouraged the Board to send a letter to the Liquor Board to deny the renewal of the liquor licenses for Lee's Liquor, Red Barn and High Country Liquors.

Mr. Shirley moved to instruct County Attorney to draft a letter and hold a special meeting before the week is out to consider approval. Mr. Weller seconded the motion. Mr. Weller also asked the Board to show the same respect for the citizens of District III as is being done in District II, by allowing citizens to speak on issues when the meeting is again held in St. Johns. Mr. White and Mr. Weller held a discussion related to sending in individual letters to the Liquor Board.

Lauren Bernally, with Navajo Nation Human Rights Office and requested the letter of support from the Board to be sent to the Liquor Board in opposition to the renewal of the Liquor Licenses. Maureen Woodman, Legislative District Assistant to Lorenzo Curley, also requested a letter of support be submitted by the Board in opposition to the liquor license renewal.

Brad Grower stated that there is a fine line that government fulfils between individual responsibility and property rights and he cautioned that any letter that is written, to refrain from any suggestion that would adversely affect the property value of the liquor license because that could create some standing for legal action. Vote was unanimous for the County Attorney to write a letter in opposition to the liquor license.

Mr. Weller asked if there was anyone present to answer questions related to the Community Development's Consent Item E. for approval of a Conditional Use Permit to allow Verizon to construct a 155' communications tower. Property is located near Concho on parcel 204-41-001, section 25, township 14N Range 26E. The Planning and Zoning Commission voted unanimously to approve. Reg Destree, an employee with Verizon was present. **Mr. Shirley stated that this has been unanimously approved by the Planning and Zoning Commission and moved approval, seconded by Mr. White.** Mr. Weller and Mr. Destree held a lengthy discussion regarding the proposed cell tower in Concho. Motion passed 2-0 with Mr. Weller abstaining from the vote.

Ferrin Crosby, County Engineer requested approval to purchase a new 2013 140M2 motor grader from Empire Machinery, with trade in of the 140H motor grader using the National Intergovernmental Purchasing Alliance's contract with City of Tucson. Purchase amount is \$303,552 and trade in amount is \$51,000, for a total of \$252,552 and funding will come from District II carryover and District II HURF. **Mr. Shirley move approval, seconded by Mr. Weller.** Vote was unanimous.

Ferrin Crosby County Engineer, requested approval to enter into a utilities right of way Easement Agreement with the Navajo Tribal Utility Authority to place a new power pole and equipment at the Sanders Interchange located north of I-40 Interstate. Mr. Crosby provided an overview of the need for the 20 year agreement. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Commander Lance Spivey presented the item for acceptance of a change of capital outlay for the Governor's Office of Highway Safety Grant #2014-PT-087. Commander Spivey stated that due to receiving a lower price on the vehicles listed on the previous grants, the Sheriff's Office will be able to utilize the remaining funds to purchase more equipment. Commander Spivey stated that the total grant funding amount remains the same, this is simply a capital outlay change and the cost to the County for an additional vehicle and equipment will be \$7,122. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Malena Bazarro, Grant Manager: presented the item for approval and adoption of the Fair Housing Proclamation and Resolution as required by Department of Housing for CDBG projects affirmatively furthering fair housing activity. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller stated that he wanted to make sure that it was on the record for Ms. Bazarro and Mr. Wengert to be well aware of the potentials associated with the proclamation which opens up the door to many grants that may add expenses to the County on low income housing and the need to be careful on what is approved because this can open up a can of worms with other grants. Ms. Bazarro stated that if there in any issue related to fair housing, people can come to the county but are referred to a fair housing association that mitigates issues so the County does not get involved in an actual fair housing complaint. Mr. Wengert stated that any department that applies and receives grants, the County is aware of the costs and issues that come with the grants and are reviewed carefully by the finance department and the county attorney's Office and the County is aware of the possible baggage that comes with these grants and watch them carefully. Vote was unanimous.

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I *Tom M. White, Jr., Chairman of the Board*, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

/s/ Tom M. White, Jr.
Signature

Chairman of the Board
Title

Signed this 1st day of April, 2014.

FAIR HOUSING RESOLUTION No.2014-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Apache County hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and

within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a compliant with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the County shall undertake the following actions to additionally "affirmatively further fair housing:"

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON THIS 1st DAY OF APRIL, 2014

/s/ Tom M. White, Jr.
Chair of the Board of Supervisors

ATTEST:
/s/ Delwin Wengert
County Clerk

APPROVED AS TO FORM:
/s/ Michael Whiting
County Attorney

Ben Dugdale, IT Director, requested approval of an addendum to the Tyler Contract that would result in a onetime installation savings of \$6,160 which can be applied to other Tyler services and an annual maintenance savings of \$2,436. Mr. Dugdale stated that this is due to the Treasurer wanting Visions IVEE interface instead of eCommerce. **Mr. Shirley moved approval seconded by Mr. Weller.** A discussion was held with Treasurer Begay and Mr. Weller regarding credit card and electronic payments in her office and how this will enhance services in her office. Vote was unanimous.

Ryan Patterson, Finance Director, provided an update on revenues and expenditures related to the PILT and HURF and how it affects the budget. Mr. Wengert encouraged departments to be conservative as possible and not spend any more than required for the remainder of the fiscal year to help with the opening balance. No action was needed or taken.

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

Approved this 15th day of April, 2014

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

April 3, 2014
St. Johns, Arizona

Present were, Vice Chairman Barry Weller and Assistant Clerk of the Board Beth Bond. Participating via the telephone were Chairman Tom M. White, Jr. Supervisor Joe Shirley, County Manager/Clerk of the Board, Delwin Wengert and Attorney Joe Young.

Chairman White called to order the Board of Supervisors meeting, meeting at 3:00 p.m. MST in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Wengert presented the request for approval of a letter to the Arizona Liquor Board opposing the renewal of liquor licenses for Red Barn, Lee's Liquor and High Country located in the Sanders and Chamber, Arizona areas. Mr. Weller stated that he has a concern with the way the letter was written and would like to discuss those prior to a motion. Mr. Weller stated that the letter only addresses a single liquor license for the Red Barn and Mr. McDonald has four liquor licenses up for review which include Lee's Liquors and the letter basically supports Lee's Liquors. Mr. Wengert stated that the letter could be modified to reflect Mr. Weller's concerns. **Mr. Weller made the motion to approve with modification that the liquor license numbers be included in the letter with the names of the establishments and also reword the last paragraph that all four licenses not be approved for renewal, seconded by Mr. Shirley.** Vote was unanimous.

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

Approved this 15th day of April, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

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

date/time stamp

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

County Manger _____

Date/Signature: _____

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

Demands _____

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

DONATION AGREEMENT

This Agreement is entered into this 24th day of March, 2014, by and between:

BARE BUFFALO, LLC

And

ALPINE BUSINESS ASSOCIATION

WHEREAS, Bare Buffalo, LLC is the holder of a valid Arizona Liquor License and seeks to promote economic development in the area of Alpine, Arizona;

WHEREAS, the Alpine Business Association seeks to promote economic development in the area of Alpine, Arizona through its non-profit efforts;

NOW THEREFORE, the parties agree as follows:

1. The Alpine Business Association shall sponsor the Alpine Country Blues Music Festival on June 20 and 21, 2014 in its efforts to promote economic development in the area;
2. Bare Buffalo, LLC shall sell alcohol at said Festival and shall donate Twenty-Five Percent (25%) of the proceeds therefrom to the Alpine Business Association.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

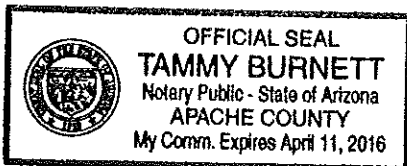
Joseph Shirley member

Joseph Shirley
Bare Buffalo, LLC

Terry L. Fillipi

Terry L. Fillipi
Alpine Business Association

SUBSCRIBED AND SWORN before me this 24th day of March, 2014, by Joseph Shirley and Terry L. Fillipi.



Tammy Burnett
Notary Public

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. 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.

Name Alpine Business Association 100%
Percentage

Address P.O. Box 134, Alpine AZ. 85920

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

3-4 # Police Fencing
3-4 # Security personnel Barriers

Area will be completely fenced with one entrance/exit with 3-4 security personnel. All ID's will be checked at entrance

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

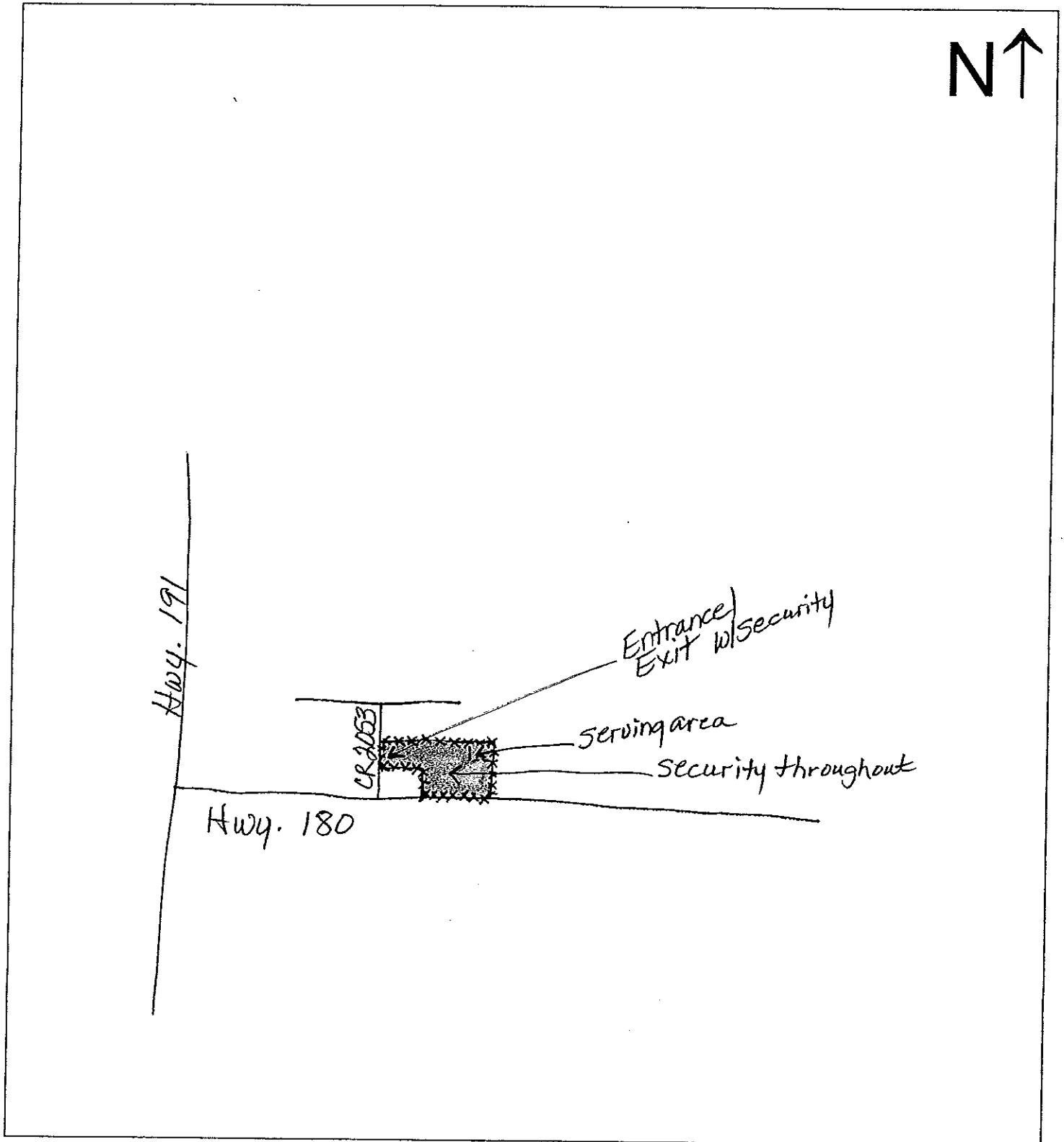
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

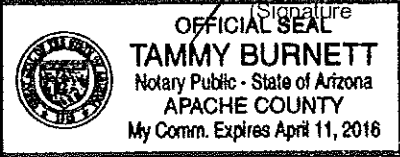
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. Terry L. Fillipi declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Terry L. Fillipi Vice Chairman 3/24/14 (928) 245-1113
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona

County of Apache

The foregoing instrument was acknowledged before me this

24 March 2014
Day Month Year

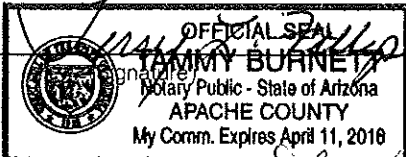
My Commission expires on April 11, 2016
(Date)

Tammy Burnett
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. Terry L. Fillipi declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Terry L. Fillipi
(Signature)



State of Arizona County of Apache

The foregoing instrument was acknowledged before me this

24 March 2014
Day Month Year

My commission expires on April 11, 2016
(Date)

Tammy Burnett
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Schools _____

Date/Signature: [Signature]

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

Request authorization to use donation money from Navajo Tribal Utility Authority in the amount of \$125.00 for our annual Teacher of the Year event.

BOS Meeting Date Requested April 15

PRE-AGENDA ITEM REVIEW

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

Legal Review: [Signature]

Signature: [Signature]

Finance Review: _____

Signature: [Signature]

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

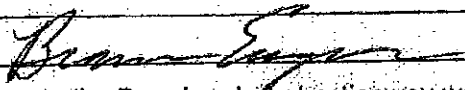
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Sheriff's Office

Date/Signature: 3/31/14



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

Apache County Sheriff's Office request authorization to enter into a Cooperative Law Enforcement Agreement with the USDA, Forest Service Apache-Sitgreaves National Forests in the amount of \$10,120.00. This is an ongoing agreement.

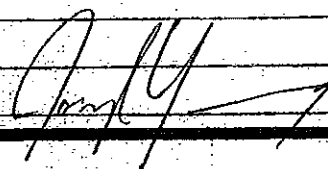
BOS Meeting Date Requested 4/15/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials



FS Agreement No. 12-LE-11030121-004
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
APACHE COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FORESTS**

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Apache County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Apache-Sitgreaves National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-11030121-004 executed on October 1, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Carry-over: \$0.00
Current Fiscal Year Obligation: \$10,120.00
FY2013 Total Annual Operating Plan: \$10,120.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joseph Dedman Jr., Sheriff Apache County Sheriff's Office PO Box 518 St. Johns, AZ 85936 Phone: 928-337-4321 FAX: 928-337-2709 Email: jdedman@apachecounty.net	Beverly Parks Apache County Emergency Management PO Box 518 St. Johns, AZ 85936 Phone: 928-337-4321 FAX: 928-337-2709 Email: bparks@co.apache.az.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Aaron Dobson, Patrol Captain Apache-Sitgreaves National Forests PO Box 640 Springerville, AZ 85938 Phone: 928-333-6327 FAX: 928-333-5966 Email: adobson@fs.fed.us	Larisa Bogardus, Grants Mgt. Specialist Apache-Sitgreaves National Forests PO Box 640 Springerville, AZ 85938 Phone: 928-333-6342 FAX: 928-333-5966 Email: lbogardus@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.56/mile patrolled

Per diem rate is N/A

Actual wages not to exceed \$34.00/hour plus actual fringe benefits for the individual officer not to exceed \$15/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Patrol all areas of the **Alpine, Springerville and Clifton Ranger Districts** on NFS lands within Apache County, with primary emphasis on the Black River and Greer areas.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Luna Lake, Alpine Divide, West Fork and East Fork of Black River, Big Lake, Winn, South Fork, Benny Creek, Hoyer and the Los Burros Campground; and Alpine, Springerville, Lakeside and Clifton Ranger Districts.

Patrol recreation areas and dispersed areas on weekends, with special emphasis on the Memorial Day, Independence Day and Labor Day holiday weekends, from the period of May 1 through September 30. Patrol emphasis should be from 1300 to 2200 hours.

Total reimbursement for this category shall not exceed the amount of: \$10,120.00.



III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Sheriff's Office whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:



- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Aaron Dobson, Patrol Captain
Apache-Sitgreaves National Forests
PO Box 640
Springerville, AZ 85938
Email: adobson@fs.fed.us

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact
Invoice or Bill number;
Resource Order number(s);
Appropriate incident number (State code or Forest Service P-code and override);
Cooperative Law Enforcement Agreement number;
Dates of the incident covered by the billing; and
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to,



a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing shall be not less than quarterly and is on a reimbursable basis.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.



Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,120.00	100%
Training	\$0.00	N/A
Equipment	\$0.00	N/A
Special Enforcement Situations	\$0.00	N/A
Total	\$10,120.00	100%

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan effective October 1, 2012.

 JOSEPH DEDMAN, JR., Sheriff
 Apache County Sheriff's Office Date

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

 TOM M. WHITE, Chair
 Apache County Board of Supervisors Date

ATTEST:

 CLERK Date

APPROVED AS TO FORM:

 COUNTY ATTORNEY Date



ROBIN L. POAGUE
Special Agent in Charge, Southwestern Region

Date

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

LARISA BOGARDUS
U.S. Forest Service Grants Manager

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-LE-11030121-004	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 2
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Apache-Sitgreaves National Forests PO Box 640 - 30 S. Chiricahua Springerville, AZ 85938	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Apache County Sheriff's Office	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: To add funding of \$10,120.00 for FY 2013
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Revised Annual Operating Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JOSEPH DEDMAN, JR.		11.F. NAME (type or print): JAMES E. ZORNES	
11.G. TITLE (type or print): Sheriff, Apache County Sheriff's Office		11.H. TITLE (type or print): Forest Supervisor, Apache-Sitgreaves National Forests	
11.I. SIGNATURE	11.J. DATE SIGNED	11.K. SIGNATURE	11.L. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.M. NAME (type or print): TOM M. WHITE JR.		11.N. NAME (type or print): ROBIN L. POAGUE	
11.O. TITLE (type or print): Chair, Apache County Board of Supervisors		11.P. TITLE (type or print): Special Agent in Charge, Southwestern Region	

12. G&A REVIEW



USDA Forest Service

OMB 0596-0217
FS-1500-19

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED

LARISA BOGARDUS

U.S. Forest Service Grants & Agreements Specialist

**INSTRUCTIONS FOR FORM FS-1500-19**

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by N/A/S&PF and NRS)
8. Select all boxes that apply:
 - Change in Performance = updated performance period agreed to.
 - Change in Funding = obligation OR de-obligation amount and new totals.
 - Administrative = change in pay address, administrator address, correcting typing errors, etc.
 - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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


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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Sheriff's Office

Date/Signature: 3-26-14 

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

Apache County Sheriff's Office requests approval to enter into an agreement for services with LeadsOnline.

Cost 2238⁰⁰

BOS Meeting Date Requested 4-14-2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: See the attached email

Finance Review: NO Financial obligation noted in contract.

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Stephenie Puzzi-Vallejos

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, March 24, 2014 5:13 PM
To: Stephenie Puzzi-Vallejos
Subject: RE: Apache County Sheriff's Department-Agency Agreement

The agreement is a valid contract generally complying with the legal requirements for contracts of its kind.

From: Stephenie Puzzi-Vallejos [spuzzi@co.apache.az.us]
Sent: Thursday, March 13, 2014 2:29 PM
To: Joe Young
Subject: FW: Apache County Sheriff's Department-Agency Agreement

Joe,

Commander Spivey asked me to forward you the attached agreement for your review.

Please let me know if the agreement is ok.

Thank you.

Stephenie

----- Forwarded message -----

From: "Lauren Glover" <lglover@leadsonline.com<mailto:lglover@leadsonline.com>>
Date: Mar 13, 2014 2:01 PM
Subject: Apache County Sheriff's Department-Agency Agreement
To: "wellerjustin@gmail.com<mailto:wellerjustin@gmail.com>"
<wellerjustin@gmail.com<mailto:wellerjustin@gmail.com>>
Cc:

Hello Deputy Weller,

Welcome to LeadsOnline!!

Attached is the Billing Contact form, Invoice and Agency Agreement for the Apache County Sheriff's Department to gain access to LeadsOnline. Please fill out the Contact Form and Agreement and then fax back the entire agreement to us at 972-361-0901<tel:972-361-0901>. Once we receive the Agreement, your Department's account will be active and ready to use! I will also send you back a fully signed copy for your records.

Best regards,

Lauren Glover
Territory Manager, LeadsOnline
(d) 972.331.7742<tel:972.331.7742>
(m) 972.361.0900<tel:972.361.0900>

(tf) 800.311.2656<tel:800.311.2656>

[cid:image001.gif@01CDEFAD.83A2EBD0]<<http://www.leadsonline.com/main>>

Follow us on Facebook<<http://www.facebook.com/LeadsOnline>> and

Twitter<<http://twitter.com/LeadsOnlineLLC#C:Documents%20and%20SettingsMBrockMy%20DocumentsAgency%20Agreements>>

This email and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this email in error destroy it immediately.

***** LeadsOnline Confidential *****

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, March 15 2014 ("Effective Date") is made between Apache County Sheriff's Office ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.
- 2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.
- 2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.6 With regard to Data accessed from Leads' System, Agency agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright.

trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.
- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other Information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term upon payment of an annual invoice submitted by Leads.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not appropriated to the Agency for this Agreement.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE**

IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or

discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Apache County Sheriff's Office

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 370 S Washington St
St. Johns, AZ 85936

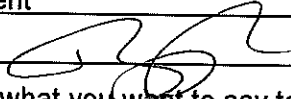
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

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 the amendments to the Finance Department's purchasing policy.

BOS

Meeting Date Requested April 15th, 2014

PRE-AGENDA ITEM REVIEW

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

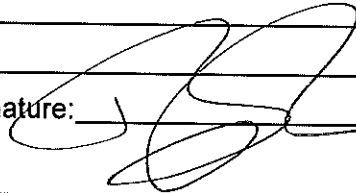
Legal Review: Have emailed will attach when received.

See attached email

Signature:

Finance Review:

Signature:



Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, April 07, 2014 4:12 PM
To: Ryan Patterson
Cc: Beth Bond
Subject: RE: Apache County Purchasing Policy - Draft

I have reviewed the changes, they are legal and may go to the Board for consideration.

From: Ryan Patterson [rpatterson@co.apache.az.us]
Sent: Monday, April 07, 2014 9:47 AM
To: Joe Young
Cc: Beth Bond
Subject: Apache County Purchasing Policy - Draft

Hello Joe,

I have made a change to our purchasing policy and would like to take it to the Board at the next meeting. Could you please review?

Thanks,

Ryan



Apache County Purchasing Policy



INTRODUCTION

The purchasing policy is to promote efficient use of financial resources and minimize administrative time, cost, and effort. An effective purchasing system allows the County to identify the goods and services required for County operations and acquire them as economically as possible within acceptable standards of quality.

The County has developed internal controls over purchasing that provide adequate authorization of and accountability for County expenditures and ensures that procurement policies are consistent with legal requirements and sound business practices.

The purchasing policies and procedures have been developed in sufficient detail to identify the responsibilities, duties, and tasks of employees.

LEGAL REQUIREMENTS

The legal requirements governing County purchasing policies and procedures are primarily derived from the Arizona Revised Statutes (A.R.S.).

1. The Board of Supervisors has the exclusive power to contract for the County. The County may cancel any contract within three years of execution without penalty or further obligation if any person involved in initiating, negotiating, securing, drafting, or creating the contract on the County's behalf is, or becomes, an employee, agent, or consultant of the other parties to the contract. The cancellation is effective when all other parties to the contract receive written notice, unless the notice specifies a later time. Notice of this legal provision must be included in every contract to which the County is a party. A.R.S. §§11-201 and 38-511
2. The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment and contractual services, except professional services, with an estimated cost exceeding \$50,000. A.R.S. §11-254.01, 41-2535 and 41-2501(C)

The following are exceptions to the requirement:

- a. Sole source purchasing: A contract may be awarded for materials, goods, services or construction items without competition, if the department head determines in writing that there is only one source for the required submission of cost or pricing data in connection with an award under this section. Sole source purchasing shall be avoided except when no reasonable alternative sources exist. A written determination of the basis for the sole source purchasing shall be included in the contract file. A.R.S. §41-2536
- b. Emergency purchasing: Notwithstanding any other purchasing policy, the Board of Supervisors by a two-thirds vote may make or authorize others to make emergency procurements if there exists a threat to public health, welfare or safety or if a situation exists which makes compliance with section A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency



and for the selection of the particular contractor shall be included in the contract file.

- c. Search & Rescue: Notwithstanding any other purchasing policy, the Sheriff may make or authorize others to make Search and Rescue procurements if there exists a threat to public health, welfare or safety, or if a situation exists which makes compliance with A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board of Supervisors, except that such Search and Rescue procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Search and Rescue and for the selection of the particular contractor shall be included in the contract file.
- d. Purchases of \$50,000 or less shall be made using the following procedures as recommended by the Auditor General A.R.S. §11-254.01, 41-2535 and 41-2501(c):
 - Elected officials and department heads may approve purchases, within their board approved budget, costing less than \$5,000. Board pre-approved budget overrides shall be required for any purchases that exceed approved budgets. The elected official or department head must use reasonable efforts to obtain the lowest and best price.
 - The finance department may approve purchases costing at least \$5,000 but less than \$35,000. Requesting department shall obtain at least three written price quotations, or retain documented evidence of reasonable attempts to obtain three price quotations prior to PO being issued.
 - The County Manager may approve purchases costing at least \$35,000 but not more than \$50,000. Requesting department shall obtain at least three written price quotations, or retain documented evidence of reasonable attempts to obtain three price quotations prior to PO being issued.
 - The Board of Supervisors shall approve all purchases for services \$50,000 and above. The purchase must have sealed competitive bids and department will provide the bid specifications to the Clerk of the Board of Supervisors.
 - The vendors contacted and their price quotations should be indicated on, or attached to, the file copy of the purchase order. If three quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and the reason why they did not. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons must be fully documented.
 - The invitation for price quotes must be issued in sufficient time before the purchase is made and in sufficient detail to permit free competition. Normally, ten working days is sufficient time
 - For purchases of \$4999.00 or less, the department head must use reasonable efforts to obtain the lowest and best price. All purchases over \$500 shall be made by purchase order.

The only exceptions to this are:

1. Professional services



2. Jury and witness fees
3. Travel
4. Utilities and communications (telephone, gas, electricity)
5. Postage
6. Uniforms
7. Indigent medical expenses
8. Maintenance agreements
9. Library books
10. Subscription renewals

3. Professional Services A.R.S. §11-254.01

- ◆ Professional services shall not be purchased by sealed bids or proposals, but will be
- negotiated between the Elected Official or Department Head which requires the service and the professional or professionals.
- ◆ Persons or businesses engaged in providing the service(s) required, shall
- submit written statements of qualifications and expressions of interest in providing such service(s) to the Elected Official or Department Head.
- The Elected Official or Department Head will recommend to the County Manager the professional service provider to which a contract, equal to or less than \$20,000 per fiscal year, should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
- The Elected Official or Department Head will recommend to the Board of Supervisors the professional service provider to which a contract, above \$20,000 per fiscal year, should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
- The written statements of qualifications and expressions of interest shall be maintained with the contract file.

4. The County may enter into an annual cooperative procurement agreement with the State Procurement Office that allows them to purchase goods or services from any vendor on the state contract. The County may also enter into a written cooperative purchasing agreement with a federal agency. A.R.S. §§41-2632 and 41-2634. A list of these agreements is on file in the Finance Department.

5. The County may enter into agreements with one or more public agencies to make joint purchases. The County may also form separate legal entities, including nonprofit corporations, to contract or perform some or all of the services specified in the contract or agreement. If a separate legal entity is formed, the contract or agreement must specify its precise organization, composition, title, and nature. Any agreement with another public entity must specify the following: duration; purpose; method of financing, establishing, and maintaining a budget; method of accomplishing the agreement's partial or complete termination; method for disposing of property on termination; and any other necessary matters. The County Attorney must review the agreement. A.R.S. §11-952



6. The County may enter into long-term agreements for the purchase of personal property, provided that the County includes a provision allowing it to cancel the agreement at the end of each fiscal year of the agreement. A.R.S. §11-251

7. For construction, the Board of Supervisors must award the contract to the lowest responsible bidder with a satisfactory proposal. However, preference must be given to contractors and bidders who have paid real or personal property taxes in accordance with A.R.S. §§34-241 and 34-243, over any competing contractor or bidder who has not paid such taxes, whenever the bid of the competing contractor or bidder is less than 5 percent lower. In addition, preference must be shown to bidders who furnish materials produced or manufactured in Arizona in accordance with A.R.S. §34-242 over any competing bidder who furnishes materials not produced or manufactured in Arizona whenever the bid of the competing bidder, quality and suitability considered, is less than 5 percent lower.

8. The County must use sealed, competitive bids for any building, structure, addition, or alteration if the total cost of the work, excluding materials and equipment previously acquired by bid, exceeds \$14,000 beginning in fiscal year 1994-95, adjusted each year thereafter for the annual percentage change in the GDP price deflator as defined in A.R.S. §41-563. A.R.S. §34-201.

9. The County Treasurer must disburse County monies either by a warrant issued by the Board of Supervisors or an electronic transfer authorized by the Board of Supervisors. A.R.S. §11-493

10. The County may pay claims exceeding \$500 only upon presentation of a demand, except for payment to jurors, witnesses, victims, and salaries. A.R.S. §11-621

11. At year-end, all outstanding encumbrances will be terminated after 60 days. Warrants may be issued to pay for these liabilities up to 60 days after fiscal year-end. After that, no further payments may be made for prior-year claims. A.R.S. §11-624.01 The County must pay in full for goods and services purchased on account from a nongovernmental entity within 30 days after the goods and services are received and properly billed. A.R.S. §35-342

12. The County must prepare and mail IRS 1099 Forms to vendors by January 31st. Vendors typically include independent contractors, attorneys, accountants, and other professionals to whom \$600 or more is paid in fees, commissions, and other forms of compensation. Vendors requiring 1099 forms may include individuals, partnerships, estates, and, on rare occasions, corporations. The County does not need to prepare 1099 forms for most corporations and all tax-exempt organizations. The County must also file Form 1099 with the IRS by February 28th each year. The County must also obtain taxpayer ID numbers from vendors for 1099 reporting purposes. As such, all vendors must have a Form W-9 with their taxpayer ID number on record with the Finance Department prior to any purchase.



13. The Board of Supervisors must not consider a demand unless prepared as prescribed in A.R.S. §11-622 and filed by the clerk at least one day prior to the session at which it is to be considered. Demands so filed shall be considered and passed upon at the next regular session after they are presented, unless for good cause the Board postpones consideration of them to a future session. A.R.S. §11-625

14. The County shall not approve or pay a demand in which a County officer is personally interested, or arising out of a contract to which a County officer while in office has been a party of or otherwise personally interested in, and such contract, claim or demand is null and void, except for official compensation of the persons in whose name it is presented. A.R.S. §11-627

15. The Board of Supervisors shall not allow a demand in favor of a person indebted to the County without first deducting such indebtedness, or in favor of an officer whose accounts have not been rendered and approved, or who has neglected or refused to make his/her official returns or report in writing, as required by law, or in favor of any officer who willfully neglects or refuses to perform the duties of his office. The Board may examine the claimant, or any other person, on oath to determine the justness of the demand. A citizen or taxpayer of the County may appear before the Board and oppose the allowance of any demand. A.R.S. §11-628

16. The Board of Supervisors must reject any demand if the demand is not a proper County charge. If the demand is a proper County charge, but larger than is just, the Board may allow the claim in part and draw a warrant for the part allowed. A.R.S. §11-629

PROCEDURES

The purchasing cycle consists of five functions: requisitioning, budgetary control, purchasing, receiving, and accounts payable. Duties must be adequately segregated among employees so that no individual performs all steps of a transaction.

Requisitioning

Generally, County departments are responsible for planning purchase requirements and communicating them to the Finance Department far enough in advance that goods may be ordered in economical quantities. A designated employee within each department should prepare the requisition forms to help ensure that they are accurately completed. Requisitions should include the following information: requesting department, date, description of items, quantity, unit cost, estimated total cost, fund, function, object code, delivery site, and date required. The required services or materials should be described on the requisition in enough detail to allow competitive purchasing. Brand or trade names and catalog numbers may be considered, but they should not be the sole determining factor in the final selection. The department head or a designated employee should review all requisitions for propriety and approve them. The requisition should be maintained on file in the Finance Department. Once the goods are ordered,



the department should match its requisition against the purchase order to ensure the proper goods or services were ordered. If requisitions are prepared online, the County should have equivalent procedures to maintain evidence of applicable reviews and approvals.

Emergency Purchases

An emergency or Search and Rescue condition threatens the functioning of the County, the preservation or protection of property, or the health or safety of the County's citizens and creates an immediate and serious need for materials or services that cannot be met through normal purchasing methods. Emergency and Search and Rescue purchases should be limited to only the materials or services necessary to satisfy the emergency and Search and Rescue need.

For emergency and Search and Rescue purchases to be exempt from legal restrictions, or normal County purchasing requirements, the Board of Supervisors must determine, by at least a two-thirds vote, that an emergency exists, or existed, that requires immediate action to protect the public health or safety. A.R.S. §11-254.01

The department requesting the emergency purchase should prepare all demands attaching the minutes of the Board meeting that declared the emergency. They also must have in writing requests documenting the existence of an emergency or Search and Rescue condition and explaining the immediate purchase need. A copy of each request and amount processed under this procedure should be kept on file in the department requesting the emergency purchase and at the County Finance Department. If the nature of the emergency does not permit time to submit a written request, the department may verbally request approval for the purchase. The Finance Department may approve a written request subsequent to the purchase if:

- The emergency necessitated immediate response and it was impracticable to contact the Finance Department.
- The purchase was made with as much competition as was practicable under the circumstances.
- The price paid was reasonable given the circumstances of the emergency.

Budgetary Control

The budgetary control function is responsible for verifying that sufficient budget capacity exists before the Finance Department issues purchase orders to vendors. The budgetary control function is established within the Finance Department. The estimated cost recorded on completed requisition forms should be compared to budget capacity. If budget capacity is not sufficient for the proposed purchase, this should be noted on the requisition and the requisition should be returned to the Finance Department. If budget capacity is available, the requisition should be approved. Evidence of the budgetary check should be documented on the requisition. After receiving an approved requisition from the budgetary control function, the Finance Department should issue a purchase order to a vendor. If encumbrance accounting is used, monies should be encumbered at that time. The County should maintain records that identify monies committed for expenditures so that an unencumbered and unexpended budget balance may be determined.

Purchasing

The individual departments negotiate purchases with vendors and follow up with vendors when goods are not received or are returned. The County may use several different purchasing



methods. The most common method is an outright purchase through the formal purchasing process. Lease purchases and installment purchases may be used to acquire assets when feasible. Some expenditures are specifically exempted from the formal purchasing process. Exempt expenditures may include salaries and related costs, jury and witness fees, utilities, communications, and postage. Other purchases for small dollar amounts and orders that require immediate cash outlay may be paid from petty cash or by check from a revolving fund bank account. The department should select a qualified vendor based on the price quotations or bids received. The department should then complete the requisition by adding the price quotation or bid amount submitted by the selected vendor and a total cost, including tax, delivery, insurance, and other ancillary costs. If the total cost exceeds the estimate recorded on the requisition, budget capacity should again be verified.

Competitive Purchasing - The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment, and contractual services, except professional services, with an estimated cost exceeding \$50,000

Purchases of \$50,000 or less shall be made using the following procedures as recommended by the Auditor General:

1. For purchases costing less than \$5,000, the County should use procedures providing for adequate and reasonable competition.
2. For purchases costing at least \$5,000 but less than \$35,000, the County shall obtain at least three written price quotations or retain documented evidence of reasonable attempts to obtain three price quotations.
3. For purchases costing at least \$35,000 but not more than \$50,000, the County shall obtain at least three written price quotations or retain documented evidence of reasonable attempts to obtain three price quotations.

Whether to request an oral or written price quotation is determined by analyzing the known requirements for an item or a collection of items that, in the aggregate, may result in the purchase of the item(s), above the applicable threshold, from one vendor. The vendors contacted and their price quotations should be written on or attached to the file copy of the purchase order. If three price quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and, if known, the reasons they did not do so. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons should be fully documented. The invitation for price quotations should be issued in sufficient time before the purchase is made and in sufficient detail to allow vendors to respond. An exception to the above guidelines for price competition may be made in the event of an emergency.

When the County determines that a purchase meets the criteria requiring that it be bid, the County must issue the invitation for bids and specifications in sufficient time before the purchase is made and in sufficient detail to permit free competition.

Notice of the invitation for bids must be published in a newspaper and should be published in the notice in the official newspaper of the County. The official newspaper of the



County is that to which the County annually awards the contract for advertising publications and printing required by the County pursuant to the requirements in A.R.S. §11-255.

Note that unless otherwise specified in law, written notice must be published in a daily paper four consecutive times or a weekly paper once each week for two consecutive weeks.

A.R.S. §39-204 The County must retain an affidavit attached to a copy of the published notice from the newspaper as proof of the publication. A.R.S. §39-205

Copies of the invitation and specifications must be supplied to and bids must be solicited from qualified sources consistent with the item to be purchased as determined by the County purchasing agent. Those sources include all qualified suppliers who, before the invitation is issued, notify the Finance Department in writing that they desire to bid on materials, supplies, equipment, or contractual services. A.R.S. §11-254.01

Bids must be opened publicly at the time and place stated in the invitation. On Board approval, the County purchasing agent must make awards with reasonable promptness by giving written notice to the qualified bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications, and other factors. The Board may reject all bids if rejection is in the public interest. A.R.S. §11-254.01

Construction

The County must use sealed, competitive bids for any building, structure, addition, or alteration if the total cost of the work, excluding materials and equipment previously acquired by bid, exceeds \$14,000 beginning in fiscal year 1994-95, adjusted each year for inflation. A.R.S. §34 201(C)

The County must, upon acceptance and approval of the working drawings and specifications, publish a notice to contractors of intention to receive bids and contract for the proposed work. A.R.S. §34-201

The notice must state:

- The nature of the work required, the type, purpose, and location of the proposed building, and where the plans, specifications, and full information as to the proposed work may be obtained.
- That those contractors desiring to submit proposals may obtain copies of full or partial sets of plans and specifications for estimate on request or by appointment. The return of the plans and specifications must be guaranteed by a deposit, which must be refunded on return of the plans and specifications in good condition.
- That a certified check, cashier's check, or surety bond must accompany every proposal for ten percent of the amount of the proposed bid as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. The certified check, cashier's check, or surety bond must be returned to the contractors whose proposals are not accepted and to the successful contractor on the execution of a satisfactory bond and contract. However, A.R.S. §34-201 discusses in detail the following exceptions to soliciting bids for construction contracts:
- Construction of public buildings or additions or alterations to public buildings by inmates of the institution and County employees. A.R.S. §34-201(B)



- Construction of recreational projects including trails, playgrounds, ballparks, and other similar facilities, excluding buildings, structures, and building additions using volunteer workers or workers provided by a nonprofit organization, subject to limitations on the project's cost. A.R.S. §34-201(F)

Construction contracts must be awarded to preferred bidders, as defined in A.R.S. §§34-241 through 243, whenever the bid is within five percent of the lowest bid. The amount of any applicable sales or use tax must not be a factor in determining the lowest bidder if a competing bidder is not subject to sales or use tax. A.R.S. §34-243.01. The Board of Supervisors may reject any or all construction proposals. It may also withhold the award for any reason it determines. A.R.S. §34-201. However, before any contract is executed for construction of a public building, the contractor must furnish the Board of Supervisors with the following bonds made payable to the County. The County should review A.R.S. §34-222 for specifics.

- A performance bond equal to the full contract amount to ensure performance in accordance with the contract's plans, specifications, and conditions.
- A payment bond equal to the full contract amount for the protection of claimants supplying labor or materials to the contractor or his subcontractors in the performance of the work provided for in the contract.

When the Board of Supervisors enters into a construction contract with the selected bidder, the terms of payment must include the following:

- The Board must retain ten percent of all estimates as a guarantee for complete performance of the contract. The monies retained must be paid to the contractor within 60 days after completion or filing notice of completion of the contract. A.R.S. §34-221(B)(2) and (B)(5)
- Instead of the retention explained above, the Board may accept certain securities described in A.R.S. §34-221 in an amount equal to ten percent of all estimates that will be retained by the Board as a guarantee for complete performance of the contract. A.R.S. §34-221(B)(5)
- The County may make progress payments on contracts of less than 90 days and must make monthly progress payments on all other contracts. The progress payments, less any applicable monies retained, must be made within 14 days after the work estimate is certified and approved. A.R.S. §34-221(B)(2)
- When the contract is 50 percent completed, the County may pay one-half of the amount retained, including any securities substituted, on the contractor's request, if the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained. After the contract is 50 percent completed and if the contractor is making satisfactory progress, no more than 5 percent of any subsequent progress payments may be retained. However, if at any time the County determines that satisfactory progress is not being made, ten percent retention must be reinstated for all progress payments made under the contract after that determination. A.R.S. §34-221(B)(3)
- On completion and acceptance, payment may be made in full, including retained percentages, less authorized deductions. A.R.S. §34-221(B)(4) In addition, the



County should refer to A.R.S. Title 34, Chapter 6 for specific requirements relating to services from architects, assayers, engineers, geologists, and landscape architects, and for construction and land surveying.

Professional Services

The Board of Supervisors must adopt written procedures for the procurement of professional services other than those specified in A.R.S. Title 34. A.R.S. §11-254.01 (See A.R.S Title 34 for exceptions to these following procedures):

1. Professional services shall not be purchased by sealed bids or proposals, but will be negotiated between the head of the department which requires the service(s) and the professional(s).
2. Persons or businesses engaged in providing the service(s) required, shall submit written statements of qualifications and expressions of interest in providing such service(s) to the department head.
- 2.3. The Elected Official or Department Head will recommend to the County Manager the professional service provider to which a contract, equal to or less than \$20,000 per fiscal year, should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
- 3.4. The Elected Official or Department Head will recommend to the Board of Supervisors the professional services provider to which a contract, greater than \$20,000 per fiscal year, should be awarded after considering the qualifications and making a determination that the compensation is fair and reasonable.
- 4.5. The written statements of qualifications and expressions of interest shall be maintained with the contract file.

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Vendor Selection

The County should establish criteria for selecting vendors to ensure that each vendor is a legitimate, established business; is financially responsible; and is able to meet the County's requirements, including but not limited to, proper permits. When a new vendor is being considered, the County may wish to contact the Better Business Bureau, local Chamber of Commerce, or former customers for references. Prices paid to vendors should be periodically reviewed to evaluate the competitiveness of the purchasing function. All County governing board members, officers, and employees are required to complete or update conflict-of-interest statements annually, if any changes exist. A.R.S. §38-503. The County may purchase limited supplies, materials, and equipment from a member of the Board of Supervisors without using public competitive bidding procedures. These purchases are limited to \$300 in any single transaction and no more than \$1,000 annually from any Board of Supervisors member. The policy to allow such purchases must be approved annually. A.R.S. §38-503(C)(2)

Purchase Orders

Purchase orders should be pre-numbered. These procedures provide control over copy distribution and facilitate purchase order filing. Purchase orders should include the County name, pre-numbered purchase order number, account code, date prepared, vendor, County department, expected delivery date, destination, quantity, description, unit, unit price, total cost, and an authorizing signature and date. An authorized employee should prepare and sign the



purchase order. Open purchase orders should be closed at the end of the fiscal year. The accounts payable personnel should maintain an open purchase order file for all outstanding purchase orders. This file should be reviewed periodically to investigate all unmatched or outstanding purchase orders.

Blanket Purchase Orders - The County may use blanket purchase orders for items, such as auto parts, office supplies, and gasoline that are purchased on a recurring basis from the same vendor within a specified time frame. Procedures for preparing, approving, and processing blanket purchase orders are subject to the same internal controls as standard purchase orders. A blanket purchase order should also state a specific time period that the purchase order is in effect and a maximum dollar limit. Invoice amounts paid against a blanket purchase order should be deducted from the total limit to determine the unexpended balance remaining. The County should periodically review open blanket purchase orders and investigate and cancel purchase orders outstanding for more than the specified time period. All blanket purchase orders must be closed with the vendor at year-end and new blanket purchase orders should be issued.

Lease Agreements - Lease agreements are classified as either operating or capital leases (also known as lease purchase agreements). An operating lease is an agreement between a lessee and a lessor for the use of an asset. Title of ownership does not pass to the lessee in an operating lease. Under the provisions of a capital lease, title to the asset passes to the lessee at the end of the lease term. All lease agreements are subject to competitive purchasing requirements. The County may require a requisition and purchase order to be prepared at the inception of the lease agreement and at the beginning of each subsequent fiscal year. The accounts payable personnel should process payments in the same manner as invoices for purchases of goods and services. However, the current portion of a capital lease payable should be encumbered in its entirety at the start of the fiscal year.

Lease-Purchase Agreements - A lease-purchase agreement must be executed for a period of one fiscal year only and allow the County to continue the agreement for succeeding one-year periods until the purchase is completed. The Board of Supervisors may cancel any lease-purchase agreement by giving written notice to the seller. Title to the equipment remains with the seller until full payment has been made. A.R.S. §§11-651, 11-652, and 11-653. The County may also enter into lease-purchase agreements for real property and improvements to real property. The agreement may not extend beyond 25 years. In addition to lease-purchases, the County may enter into other long-term agreements for the purchase of personal property, provided that a provision is included allowing the County to cancel the agreement at the end of each fiscal year of the agreement. A.R.S. §11-251

Installment Purchase Contracts - Installment purchase contracts are similar to capital leases in that the contract requires a specified number of periodic payments. Title may pass at the time the property is transferred, after a specified number of payments, or following the final payment. A requisition and purchase order should be prepared at the initiation of the installment purchase contract to check for sufficient budgetary capacity to make the current year's payments. For budgetary control purposes, a new requisition and purchase order should be prepared in each subsequent year of the installment purchase contract. The current portion of the contract should



be encumbered at the beginning of each fiscal year. Vendor invoices for installment purchase contracts should be processed by the accounts payable personnel in the same manner as invoices for other purchases of goods and services.

Receiving

Each department should designate employees within certain departments to perform the receiving function. Receiving personnel should inspect goods to verify that they meet County specifications and note any damaged goods. The goods should be counted, weighed, or measured, and the quantities received should be recorded on the receiving report. The employee receiving the goods is responsible for signing and dating the receiving report. After delivery, the receiving personnel submit the receiving report to the Finance Department with applicable shipping documents, such as a bill of lading or packing slip. The receiving personnel retain a copy of the receiving report. If goods received are damaged, of substandard quality, or otherwise unsatisfactory, the Finance Department should initiate a request for a credit memo from the vendor. Return shipments are documented by recording the date, vendor name, quantity, description, purchase order number, and other pertinent information. A receipt should be obtained from the vendor or independent carrier for all return shipments. Additionally, all documents relating to the return shipment should be submitted to the Finance Department. The employee responsible for procuring the services or planning the project prepares such receiving reports. Receiving reports are to be signed, dated, and submitted to the Finance Department.

Accounts Payable

All demands or purchase orders must be submitted to the Finance Department by Monday at 12:00pm in order to be included in the current week's run. The Finance Department verifies that all supporting documents are attached, mathematically accurate and that fund distribution is appropriate. All out-of-state vendors are identified for Use Tax Reporting purposes. In addition, all capital assets are identified for proper recording within the capital asset records.

Demands and purchase orders are input into the computer system and a report of all inputs is printed. The Finance Department reconciles what was input into the system with the demand or purchase order to confirm accuracy. An outstanding invoice report is printed and signed by the Finance Department. An open invoice report is printed and given to the Clerk of the Board for the Board's signatures. The checks are printed and disbursed by separate individuals.

The Finance Department maintains and continually updates accounts payable records. Monthly statements from vendors are periodically reconciled to the accounts payable records. The Finance Department should periodically review accounts payables in the accounting records for debit balances, and investigate and resolve such balances.

The County must issue warrants in a timely manner to comply with statute and ensure that vendor discounts may be taken. A.R.S. §35-342 requires that the County pay in full for goods and services received from a nongovernmental entity within 30 days after receipt of the goods and services and written notice of the amount due. If the County fails to do so, it must pay interest on the outstanding balance at the rate prescribed in A.R.S. §44-1201 until the account is paid in full, unless a good faith dispute exists as to the obligation to pay all or a portion of the



account. After warrants are issued to the vendor, invoices are canceled to prevent duplicate payment. This may be accomplished by stamping the invoice with the date of payment and recording the warrant number on it. The canceled invoice, with its attached supporting documentation, is filed in a paid invoice file by vendor. Signature Authorization Sheets must contain a list of employees that are authorized to approve purchase orders and demands for each department and should be submitted to the Finance Department.

Payments on Demand

The County may make payments exceeding \$500 on presentation of a demand. A "demand," as used within the statute, refers primarily to a claim. Claims for goods or services must be submitted in writing. A.R.S. §§11-621 and 11-622 A County may not pay a demand unless it is received within 6 months after the goods have been received or the services have been performed. Payments due to jurors and witnesses, official salaries, and amounts not exceeding \$500 may be paid without presentation of a demand. The required supporting documentation consists of a purchase order, receiving report, and an itemized invoice. A.R.S. §§11-621 and 11-622

The Board's minutes must contain the following demand payment information: the demand number, presenter, amount, and paying fund. The minutes must also contain the following warrant information: warrant number, payee, amount, and purpose of payment. A.R.S. §11-623. The Board's published minutes must report all approved demands and warrants in excess of \$1,000. Published minutes must also report multiple demands and warrants under \$1,000 that were for a single supplier or individual whose cumulative total exceeded \$1,000 in a single reporting period, which must not exceed 30 days. §A.R.S. §11-217

The full minutes of each Board meeting must be published in the County's official newspaper no later than two months after the meeting. Each newspaper that publishes the Board's minutes must supply a copy of the published minutes to County public libraries. In addition, the newspaper must make the minutes for the prior three-month period available for use by the public on an online computer information service at no expense to the County. A.R.S. §11-217

Credit Memos

Goods that are returned and the resulting credit memos should be accounted for properly. Documents verifying return shipments from the Finance Department, and credit memos that include reference to the information on the original invoices from vendors should be obtained. The credit memo should include all pertinent information relating to goods returned to vendors, and all other claims, such as short deliveries, freight claims, and claims for damaged goods not returned. If credit memos are not resolved within a specified time period, the accounts payable personnel should contact the vendor to initiate a refund. Credits applicable to current year unpaid invoices should be netted against those invoices prior to payment. Credits applicable to current year invoices that have already been paid should be accounted for as reductions of expenditures. If the credit memo is to be received after the fiscal year in which the goods were purchased, the County should request a cash refund, which is generally recorded as miscellaneous revenue. However, if the credit memo is for a material amount, the County should adjust the beginning fund balance. When the credit memo is issued after the invoice has been paid, a journal entry should be recorded to reflect the receivable due from the vendor.



Year-End Cutoff

At fiscal year-end, the County should prepare a listing of Encumbrances by fund for goods received or services rendered on or before June 30th that will not be paid by June 30th. The list of Encumbrances should include the vendor name, receiving report date, purchase order number, and estimated cost as recorded on the purchase order, or actual cost if the County has received the invoice. The Board may draw warrants on these amounts for up to 60 days after the close of the fiscal year. Any encumbrances outstanding at the end of 60 days lapse.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Request authorization to convert a vacant Attorney I position to an Attorney II, and hire James Parker at a salary of \$73,834.

BOS Meeting Date Requested April 15, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: 

Purchasing Review: _____

Signature: _____

Human Resources Review: Needs BOS Approval

Signature: 

Other Review: _____

Signature: _____

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ Approved / Disapproved / Deleted / Continued to: _____

Signature Clerk of Board _____

JAMES PARKER

4703 S. Calderon Cir. Mesa, AZ 85212 ▪ 480-710-5182 ▪ jweparker@gmail.com

ATTORNEY AT LAW - Licensed to practice in Arizona-2007/Oregon-2005(inactive)

EDUCATION

GONZAGA UNIVERSITY SCHOOL OF LAW

May 2005

JURIS DOCTOR, Cum Laude, Spokane, WA.

GPA 3.2; Top 1/3rd of class; Moot Court Council; Saul Lefkowitz Moot Court Team; Linden Cup Moot Court Finalist; Merit Scholarship; Gonzaga Sports and Entertainment Law Club; Gonzaga Intellectual Property Law Association.

SOUTHERN UTAH UNIVERSITY

May 2002

B.S. Theatre; with Honors/B.S. Political Science; with Honors, Cedar City, UT.

Political Science National Honors Society; Academic Scholarship Recipient; Renaissance Man Award; Tour De Force Award.

LEGAL EXPERIENCE

SELF EMPLOYED – Mesa, AZ.

Current

ATTORNEY

Self employed attorney working on general civil litigation and criminal defense case.

CLARK HILL PLC – Scottsdale, AZ.

August 2011 – July 2013

ASSOCIATE ATTORNEY

Attorney in the healthcare practice group working on regulatory, corporate, transactional and litigation issues for medical providers and insurance companies. Experience in civil and criminal fraud and abuse defense, pharmaceutical law, billing disputes, employment law, Stark, anti-kickback, antitrust, HIPAA and managed care issues. Additional experience in commercial, business and employment litigation. Lead attorney on litigation and administrative matters before the Office of Administrative Hearings, from complaint through appeal. Member of the regulatory team of attorneys assigned to assist corporate and pharmaceutical clients in developing, maintaining and correcting corporate compliance and quality assurance programs. Point of contact for clients on privacy issues. Assist corporate attorneys on maintaining compliance with medical regulations as they arise in corporate structure and during transactions. Extensive discovery, depositions, motions and trial work on cases involving healthcare contracts and disputes.

ARIZONA ATTORNEY GENERAL'S OFFICE – Phoenix, AZ

July 2010- August 2011

ASSISTANT ATTORNEY GENERAL

Attorney with the Medicaid Fraud Control Unit. Assignments include large and complex white collar fraud and conspiracy cases involving health care providers. Position focused on pharmaceutical cases involving providers and pharmacies involved in fraudulent activities. Oversaw five detectives, and a forensic nurse in their investigative responsibilities. While at the office I was selected as a national and local presenter on prescription drug diversion, elder abuse, and other medical fraud and compliance issues. Was a member of numerous panels and task forces dealing with fraud and abuse.

GILA COUNTY ATTORNEY'S OFFICE – Globe, AZ

May 2007- July 2010

SENIOR DEPUTY COUNTY ATTORNEY

Major drug and violent crime prosecutor with assignment to the Gila County Narcotics, Gangs and Violent Crimes Task Force. Major responsibilities in prosecuting violent crimes, including homicides, and large complex drug cases stemming from the drug trafficking movement through the area from the Mexico border. Head attorney working on prescription drug cases. Instrumental in implementing award-winning program designed to increase communication between the County Attorney's office and local law enforcement agencies.

BOOTH UDALL, PLC. – Mesa, AZ

January 2007-May 2007

LAW CLERK

Assisted in intellectual property portfolio management by providing research, writing and drafting of legal documents.

HARRIS, BERNE, CHRISTENSEN, LLP. – Lake Oswego, OR

February 2006-December 2006

CONTRACT ATTORNEY

Worked on a contract basis as an attorney in the areas of commercial litigation, real estate transactions and land use.

REED & GIESA P.S. – Spokane, WA

May 2004–May 2005

STUDENT ATTORNEY

Assisted attorneys in the fields of complex commercial litigation, consumer protection, antitrust, health care and intellectual property.

WASHINGTON STATE COURT OF APPEALS DIV. III – Spokane, WA

August 2004-December 2004

LEGAL EXTERN

Wrote memoranda for court commissioners, researched various civil and criminal issues for cases on appeal before the Court. Prepared commissioners for oral arguments and assisted in writing opinions.

GONZAGA UNIVERSITY SCHOOL OF LAW – Spokane, WA

May 2003–May 2004

RESEARCH ASSISTANT

Conducted legal research and assisted in drafting of law review article “Protecting the Public Interest” for legal ethics professor.

TEACHING EXPERIENCE

GILA COMMUNITY COLLEGE – Globe, AZ

Spring 2008 – Spring 2010

ADJUNCT PROFESSOR

Adjunct professor teaching government and law classes in the Political Science and Criminal Justice programs.

SPEAKING ENGAGEMENTS AND PRESENTATIONS

NATIONAL METHAMPHETAMINE & PHARMACEUTICALS INITIATIVE – Indianapolis, IN

INVESTIGATING PHARMACEUTICAL DIVERSION CASES:

May 16, 2011

NATIONAL ASSOCIATION OF DRUG DIVERSION INVESTIGATORS – Phoenix, AZ

INVESTIGATION OF PROVIDER DRUG DIVERSION:

May 12, 2011

ATTORNEY GENERAL’S MEDICAID FRAUD TRAINING – Coolidge, AZ

DRUG DIVERSION INVESTIGATION:

May 25, 2011

PREVENTING ELDER ABUSE COALITION – Prescott Valley, AZ

PREVENTING ABUSE BY IN HOME PROVIDERS:

April 12, 2011

ARIZONA OFFICER STANDARD BOARD – Phoenix, AZ

ELDER ABUSE TRAINING FOR OFFICERS:

March 22, 2011

COMMUNITY SERVICE

ARIZONA FEE ARBITRATION PANEL – Phoenix, AZ

2011

PANEL MEMBER

Member of three member panel assigned to arbitrate conflicts between clients and attorneys who represented them.

GLOBE/MIAMI HABITAT FOR HUMANITY BOARD – Globe, AZ

2008-2010

VICE PRESIDENT/BOARD MEMBER

Part of decision making board which oversees the process of building houses for low income members of community.

GILA COUNTY METH COALITION – Globe, AZ

2008-2010

MEMBER REPRESENTATIVE

Assigned prosecutor representing the County Attorney as a member of the Coalition. Member of presentation panel dealing for local schools on the dangers of drug use and addiction.

Janice K. Brewer
Governor

Office of the Governor

* COUNTY GOVERNMENT MONTH *

WHEREAS, counties take seriously their responsibility to protect and enhance the health, welfare and safety of its citizens in sensible and cost-effective ways; and

WHEREAS, county governments are often the entity providing both direct and indirect services to enhance the lives of residents and are responsible for maintaining public safety and the efficient use of local tax dollars; and

WHEREAS, counties have a leadership role in protecting and enhancing the health and welfare of citizens in their community and provide the tools to deliver more effective and higher quality services while containing costs, with the goal to strengthen Arizona's economies; and

WHEREAS, counties proudly uphold public safety within the county, by having trained emergency responders employed by or volunteers of the county, and by providing emergency response, public safety and justice to its citizens; and

WHEREAS, counties maintain best practices in order to be prepared for and to respond to natural disasters, emergency situations, and significant challenges within the counties, such as pertaining to public health, public safety, and economic recovery. Preparation for and recovery from such events requires both long-term planning and immediate action; and

WHEREAS, counties take great pride in providing for their communities by being prepared and resilient, responding in a timely manner, and striving to help enhance their communities; and

WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim April 2014 as

* COUNTY GOVERNMENT MONTH *

in recognition of the leadership, innovation and invaluable service provided by all Arizona counties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona



Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-sixth day of March in the year Two Thousand and Fourteen, and of the Independence of the United States of America the Two Hundred and Thirty-eighth.

ATTEST:

Ken Blumenthal

Secretary of State

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delwin Wengert

Date/Signature:

4/14/14

Delwin Wengert

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

Presentation regarding legislative updates on the HURF and PILT funds

BOS Meeting Date Requested 4-15-14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Congress of the United States
House of Representatives
Washington, DC 20515-0301

April 4, 2014

The Honorable Harold Rogers
Chairman
Committee on Appropriations
H-305, The Capitol
Washington, DC 20515

The Honorable Nita M. Lowey
Ranking Member
Committee on Appropriations
1016 Longworth HOB
Washington, DC 20515

The Honorable Ken Calvert
Chairman
Committee on Appropriations,
Subcommittee on Interior and Environment
and Related Agencies
B-308 Rayburn HOB
Washington, DC 20515

The Honorable Jim Moran
Ranking Member
Committee on Appropriations,
Subcommittee on Interior and Environment
and Related Agencies
1016 Longworth HOB
Washington, DC 20515

Dear Chairmen Rogers and Calvert and Ranking Members Lowey and Moran:

As you consider the Fiscal Year (FY) 2015 Interior, Environment and Related Agencies Appropriations bill, we urge you to prioritize resources and fully support the *Payment in Lieu of Taxes (PILT) program*. For almost 40 years, PILT payments have provided compensation to local governments to offset the loss of tax revenues that result from the presence of federal lands within their jurisdictions. PILT payments are distributed to 49 different states and nearly 2,000 counties throughout the nation.

With the federal government nearly \$18 trillion in debt and already the largest single owner of land in the country, we must work together to find fiscally responsible and creative solutions for land management challenges, including PILT. As we work to find solutions to these challenges, it is critical that PILT continue to be funded annually.

As you know, sales taxes and local property taxes typically fund local governments and provide important revenues for essential services, including law enforcement, infrastructure and education. Counties are often required to provide these services on tax-exempt federal lands. The federal government owns significant portions of land in counties throughout the country. PILT funding helps offset the losses of these critical revenues and allows for the continuation of essential services.

In Fiscal Year 2013, the national average for PILT payments was 66 cents per acre. This figure pales in comparison to the amount of revenues that would be generated for states and local governments if economic development and value-based taxation was allowed to occur on these lands.

The federal government has an obligation to reimburse local governments for large quantities of federal lands found within their jurisdiction. Failure to provide PILT payments in FY2015 and beyond places an unsustainable burden on local taxpayers as well as local governments. We ask that you recognize the importance of the PILT program and include funding in the Fiscal Year 2015 Interior, Environment and Related Agencies Appropriations bill.

As always, we thank you for your thoughtful consideration of this request, and for your continued leadership on your respective committees.

Sincerely,



Paul A. Gosar, D.D.S.
Member of Congress



Rob Bishop
Member of Congress



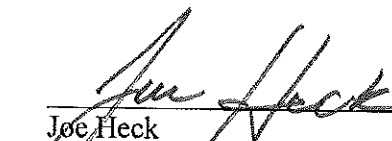
Scott Tipton
Member of Congress



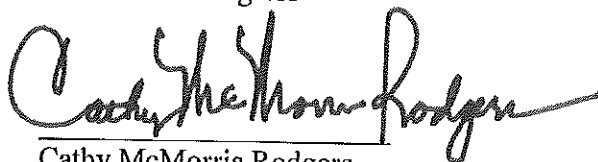
Steve Pearce
Member of Congress



Cynthia Lummis
Member of Congress



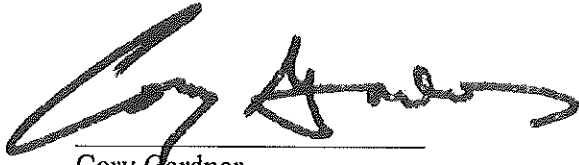
Joe Heck
Member of Congress



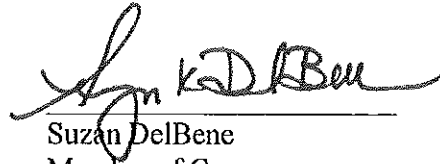
Cathy McMorris Rodgers
Member of Congress



Steve Daines
Member of Congress



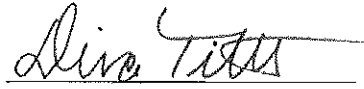
Cory Gardner
Member of Congress



Suzan DelBene
Member of Congress



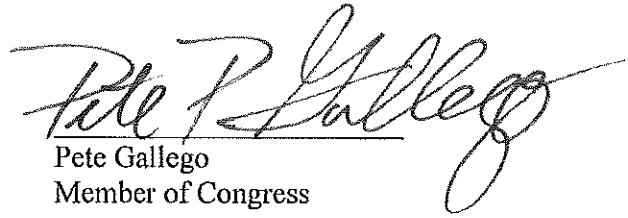
Mike Thompson
Member of Congress



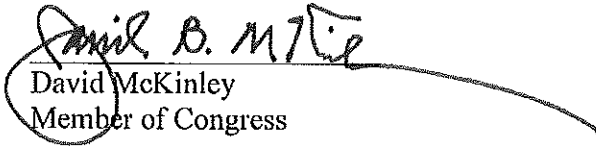
Dina Titus
Member of Congress



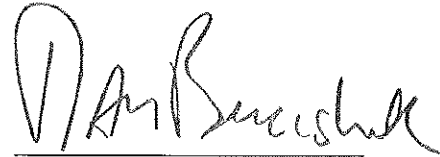
Ann Kirkpatrick
Member of Congress



Pete Gallego
Member of Congress



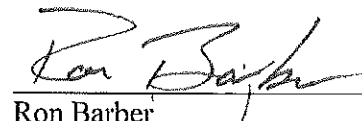
David McKinley
Member of Congress



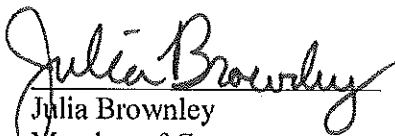
Dan Benishek
Member of Congress



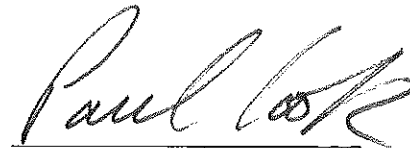
Tom McClintock
Member of Congress



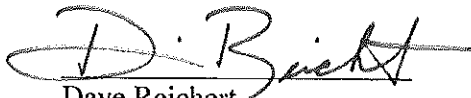
Ron Barber
Member of Congress



Julia Brownley
Member of Congress



Paul Cook
Member of Congress



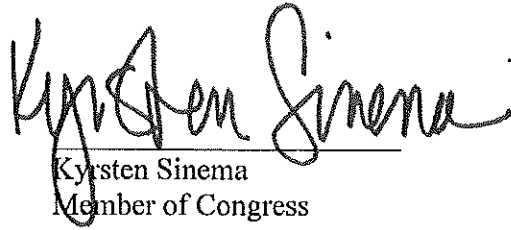
Dave Reichert
Member of Congress



Bill Foster
Member of Congress



Tim Griffin
Member of Congress



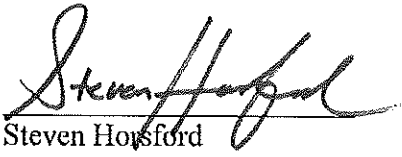
Kyrsten Sinema
Member of Congress



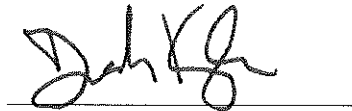
Jim Costa
Member of Congress



Raul Ruiz
Member of Congress



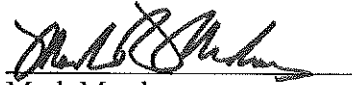
Steven Horsford
Member of Congress



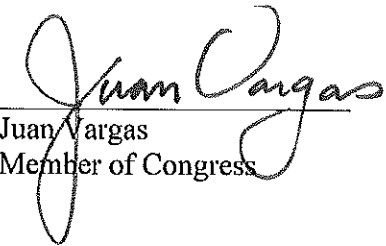
Derek Kilmer
Member of Congress



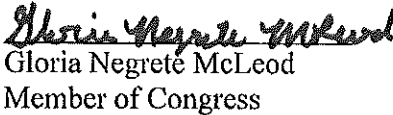
Andy Barr
Member of Congress



Mark Meadows
Member of Congress



Juan Vargas
Member of Congress



Gloria Negrete McLeod
Member of Congress



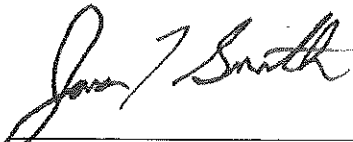
Bill Johnson
Member of Congress



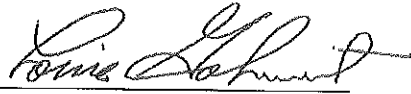
Greg Walden
Member of Congress



Steve Southerland
Member of Congress



Jason Smith
Member of Congress



Louie Gohmert
Member of Congress



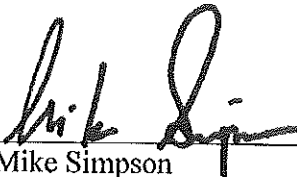
Spencer Bachus
Member of Congress



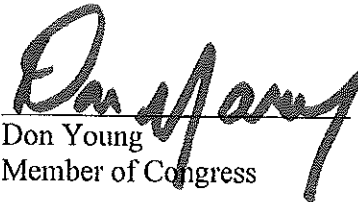
Peter Welch
Member of Congress



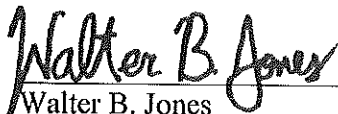
Nick J. Rahall
Member of Congress



Mike Simpson
Member of Congress



Don Young
Member of Congress



Walter B. Jones
Member of Congress



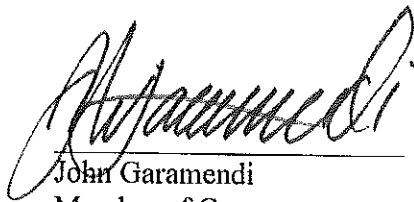
Shelley Moore Capito
Member of Congress



Doug Lamborn
Member of Congress



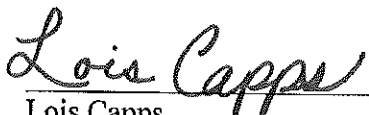
Trent Franks
Member of Congress



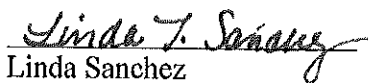
John Garamendi
Member of Congress



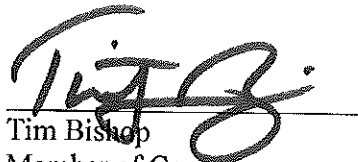
Jason Chaffetz
Member of Congress



Lois Capps
Member of Congress



Linda Sanchez
Member of Congress



Tim Bishop
Member of Congress

HURF Revenue Estimates for Senate Proposed FY2015 Restoration

Counties 19% Forecast HURF Distribution -

\$ 9,969,300 /1

DISTRIBUTION FACTORS

	Fuel Factor (72%) /2	Uninc. Pop. Factor (28%) /3	HURF Estimate /4
	1-year		1-year
Apache	0.02099	0.04469	\$ 275,376
Cochise	0.03061	0.03827	\$ 326,557
Coconino	0.03754	0.03912	\$ 378,635
Gila	0.01401	0.01870	\$ 152,765
Graham	0.00844	0.01490	\$ 102,185
Greenlee	0.00410	0.00326	\$ 38,520
La Paz	0.01856	0.01003	\$ 161,184
Maricopa	0.49807	0.20770	\$ 4,154,900
Mohave	0.04791	0.05494	\$ 497,284
Navajo	0.02639	0.04973	\$ 328,230
Pima	0.14535	0.25799	\$ 1,763,486
Pinal	0.05427	0.13694	\$ 771,764
Santa Cruz	0.01093	0.01875	\$ 130,767
Yavapai	0.04138	0.06115	\$ 467,716
Yuma	0.04146	0.04383	\$ 419,930
Total	1.0000	1.0000	\$ 9,969,300

/1 Based on SB1487 revenue; budget reconciliation; 2014-15 Sec. 7 provision allocating 33.231 percent of \$30,000,000 in HURF monies to counties to be distributed according to A.R.S. § 28-6538(B)

/2 One year average fuel factor for MAR 13 - FEB 14

/3 Unincorporated population factors based on Census 2010 figures dated April 1, 2010

/4 HURF distribution to counties is based on 72% on the fuel factor and 28% on the unincorporated

Note from ADOT: Individual estimates to counties could materially change due to changes in the distribution of gasoline by county.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: April 7, 2014

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

Discussion and possible approval of the renewal of the Agreement between Apache County and Veritas Research Consulting to serve as the Apache County Natural Resource ~~Advisor~~ Coordinator

BOS

Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: Currently being paid out of Bos-ben budget if approved will continue going forward unless otherwise directed.

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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



INDEPENDENT CONTRACTOR AGREEMENT
(Apache County Natural Resource Coordinator)

This Agreement for independent contractor services is entered into between Apache County acting by and through the Board of Supervisors ("County") and Veritas Research Consulting LTD and its agent, Doyel Shamley ("Contractor") as follows:

RECITALS:

1. The County desires to contract with an outside professional provider to represent its citizens in negotiations with the U.S. Forest Service, other Federal Agencies, State Agencies or Private Entities having to do with Natural Resources.
2. The Contractor is competent to provide these services on behalf of the County

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

- Assistance in the coordination of natural resource planning, issues analyses and decision support to County;
- Coordination of National Environmental Policy Act (NEPA) projects and roles and responsibilities of the County as a Coordinating Agency under NEPA;
- Management of environmental reviews related to federal actions which require County social, cultural and economic impact analyses and reporting;
- Review areas for policies and/or ordinance development, where directed. Develop ordinance proposals where appropriate;
- Assist in intergovernmental relations with federal and state agencies when appropriate.
- Coordinate Apache-Sitgreaves National Forest ("ASNF") planning, including wildfires proposal;
- Add forest health specific component to the County Land Plan for United States Forest Service consistency reviews in the ASNF and plan revisions;

- Other such resource planning, management and analysis of projects involving natural and socioeconomic resources as directed by the County Board of Supervisors.

FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of forty dollars (\$40.00) per hour, not to exceed a total annual amount of \$38,000.00 per calendar year, an amount agreed upon by all parties. This Agreement shall remain in full force and effect for the period of one year, beginning January 1, 2014, with an automatic renewal for a second year unless earlier terminated by the parties.

Contractor will be compensated by the County for all reasonable and necessary costs incurred in the performance of his services up to \$12,000 per year. Allowable costs include, but are not limited to, travel expenses, hiring of experts, and cost of media correspondence and presentations.

In addition to the reasonable and necessary costs described above, Contractor may also incur additional extraordinary costs and advances in the performance of his duties for County. Such extraordinary costs or advances shall include out-of-state travel, registrations, mileage and hotel. These costs or advances shall be in addition to the \$12,000 described above, and must be pre-approved by County prior to incurring such costs. Contractor will be required to reconcile the advances with receipts within two (2) weeks after travel has been completed.

At the end of the first month that this Agreement is in effect and at the end of each month when services are provided, the Contractor will submit to the County a record of services provided. The County will submit a demand to Apache County Finance. Payment will be made directly to the Contractor in accordance with Apache County's standard procedures for processing demands.

GENERAL REQUIREMENTS

1. General Requirements
 - a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
 - b. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
 1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
 2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.
- b. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

4. Default

- a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement.

b. The Contractor shall continue the performance of this contract to the extent not terminated.

c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the county, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.

d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits under the Apache County Human Resources Policy Manual. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;
- b. If required by law, workers' compensation coverage including employees' liability coverage.

Contractor shall provide County with current certificates of insurance. Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

9. Agency

Contractor shall have authority to act as an agent for County in negotiations with the US Forest Service and any other agencies as required in the performance of its services, excepting that Contractor may not financially obligate the County without prior written consent of the County Board of Supervisors.

10. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: January 1, 2014

Expiration Date: January 1, 2016

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:

, Apache County
Chairman of the Board of Supervisors

Date _____

Contractor:

Doyel Shamley

Date _____

Approved as to form:

County Attorney

Date _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: April 7, 2014

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

Discussion and possible approval of an agreement with Veritas Research Consulting to prepare a "Gap" analysis for the Apache County Natural Resource Plan at a not to exceed cost of \$9,000 provided through a Grant to the Eastern Arizona Counties Association.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: was not budgeted will use general grant line item if approved

Signature: 

Human Resources Review: See attached email

Signature: _____

Other Review: _____

Signature: _____

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

Beth Bond

From: Delwin P. Wengert
Sent: Monday, April 07, 2014 9:17 AM
To: Beth Bond
Subject: FW: Crandall Appropriation Contract
Attachments: ICA - Doyel - Crandal Appropriation.docx

Delwin Wengert
Apache County Manager
(928) 337-7503 Work
(928) 245-4979 Mobile

From: Joe Young [<mailto:JYoung@apachelaw.net>]
Sent: Monday, April 07, 2014 9:10 AM
To: Delwin P. Wengert
Cc: Bonnie Stallings
Subject: Crandall Appropriation Contract

Please see updated document.



INDEPENDENT CONTRACTOR AGREEMENT (Crandall Appropriation Grant)

This Agreement for independent contractor services is entered into between Apache County acting by and through the Board of Supervisors (“County”) and Veritas Research Consulting, LTD and its agent, Doyel Shamley (“Contractor”) as follows:

RECITALS:

1. The County desires to contract with an outside professional provider to represent County in obtaining grant funds through the Arizona State Forester.
2. The Contractor is competent to provide these services on behalf of the County and has represented County as its Resource Coordinator.

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

Contractor shall work with the Arizona Natural Resources Review Council and the Arizona State Forester, along with the Fiscal Agent of such grant, the Eastern Arizona Counties Organization, under the Natural Resources Study Grant to revise the existing Apache County Natural Resource Plan, and perform a “gap” analysis as part of what is known as the Crandall Appropriation.

FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of forty dollars (\$40.00) per hour, an amount agreed upon by all parties. The Contractor shall bill the County and the County will be reimbursed by the grant. In addition to the hourly rate, the Contractor shall be reimbursed for all travel and expenses. Notwithstanding the foregoing, the total amount paid pursuant to this Agreement shall be less than **\$9,000.00 per year**, starting on January 1, 2014 and terminating on December 31, 2014, as determined by County. Contractor’s work, and the resulting gap analysis for the grant described above are to be paid exclusively from such grant monies.

GENERAL REQUIREMENTS

1. General Requirements
 - a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.

- b. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
 - 1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
 - 2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.
- b. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

4. Default

- a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement.
- b. The Contractor shall continue the performance of this contract to the extent not terminated.
- c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the county, in the manner and to the extent directed by the County, such

partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.

d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits under the Apache County Human Resources Policy Manual. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;

- b. If required by law, workers' compensation coverage including employees' liability coverage.

Contractor shall provide County with current certificates of insurance. Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

9. Agency

Contractor shall have authority to act as an agent for County in negotiations with the US Forest Service and any other agencies as required in the performance of its services, excepting that Contractor may not financially obligate the County without prior written consent of the County Board of Supervisors.

10. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: January 1, 2014

Expiration Date: December 31, 2014

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:

Tom White, Apache County
Chairman of the Board of Supervisors

Date _____

Contractor:

Doyel Shamley

Date _____

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:

update on surplus items offered at auction

BOS Meeting Date Requested 4/15/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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



Graham County Board of Supervisors
921 Thatcher Blvd • Safford, AZ 85546
Phone: (928) 428-3250 • Fax: (928) 428-5951

Drew John, Chairman
Danny Smith, Vice Chairman
James A. Palmer, Member

Terry Cooper, County Manager/Clerk

TO: Apache, Gila, Greenlee, LaPaz, Navajo, and Santa Cruz
County Supervisors Association
Legislative Delegation from Districts 2, 5, 6, 7, 8 & 14

FROM: Terry Cooper

DATE: March 25, 2014

RE: April 16, 2014 Small County Forum

Graham County will host the **SMALL COUNTY FORUM** on Wednesday, **April 16, 2014**, at 6:00 p.m. at the County Supervisors Association Building, 1905 W. Washington, Phoenix, AZ 85009. We will be catering buffet style.

You may RSVP to Krystle Dominguez no later than 5:00 p.m. on Thursday April 10, 2014 at kdominguez@graham.az.gov or by phone at (928) 428-3250. Please forward agenda items no later than 5:00 p.m. on Monday, April 14, 2014.