

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,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY JAIL DISTRICT**

February 19, 2013
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
February 19, 2013**

1. Discussion and possible approval to continue the cost reimbursable sub-contract with Arizona Board of Regents, University of Arizona to provide Supplemental Nutrition Assistance Program-Education (SNAP-ED) responsibilities during the period of October 1, 2012 through September 30, 2013.
2. Discussion and possible approval to enter into an Agreement with the Round Valley Senior Center for transportation of Well Woman Health Check clients to and from Health District clinics.
3. Discussion and possible approval to create a new position of Division Manager of Environmental Health/Public Health Emergency Preparedness, (salary range 54) and advertise and fill the position. ½ the salary and ERE will be paid from grant funds and ½ of the salary and ERE paid from Public Health Services District funds. A saving of \$34,316.50 in salary and ERE will result from the reorganization.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
February 19, 2013**

1. Discussion and possible approval to remove Ashton Powers for probationary status with the 2.5% end of probation increase effective January 30, 2013.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
February 19, 2013**

1. Recognition of the retirement of Barbara Silversmith from the Clerk of the Court's Office.
2. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
3. Round Valley Justice Court: Discussion and possible appointment of Roberta Reed to fill the vacant position of Justice of the Peace in the Round Valley Precinct.
4. Community Development: Public hearing for consideration of a revision to acreage for Larry and Karen Matejka to combine two lots in Winsor Valley Ranch, Phase 1, Lots 125 and 133. Property is located in Concho, Arizona on parcels 201-79-125 and 201-79-133.
5. Community Development: Discussion and possible approval of a revision to acreage for Larry and Karen Matejka to combine two lots in Winsor Valley Ranch, Phase 1, Lots 125 and 133. Property is located in Concho, Arizona on parcels 201-79-125 and 201-79-133.
6. Doyel Shamley, Apache County Natural Resource Representative: Update on the Southfork and Alpine Wildland Fire Hazardous Fuels Reduction treatments and also an update and tentative results from the Alpine Community Meeting that was held February 15, 2013 regarding predator animals.

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

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated February 5, 2013.
- *B. Request approval of demands dated February 5, 2013 to February 19, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Personnel Items:

- *C. Treasurer's Office: Request authorization to create a temporary, full time Clerk position at \$8.20 per hour, not to exceed 120 days.
- *D. County Manager: Request approval to convert the vacant full time Administrative III position (range 30) to a part time (19 hours per week) Administrative I (range 22) and fill the vacancy.
- *E. Human Resources: Request authorization to convert the currently vacant full time Human Resources Technician (range 32) to a part time (19 hours per week) Administrative Assistant I (range 22) and fill the vacancy.
- *F. Recorder's Office: Request approval to extend the employment of Betty Coplan through June 30, 2013 utilizing the Recorder's Surcharge Fund.
- *G. Recorder's Office: Request authorization reclassify Annabelle Castillo from an Administrative Assistant II (range 26) position to an Administrative Assistant III (range 30). Additional funding for this action will come from the Recorder's Surcharge Fund.
- *H. District I: Request authorization to remove Gloria Bowman from probationary status effective February 13, 2013 with the 2.5% end of probation increase.


Engineering Department:

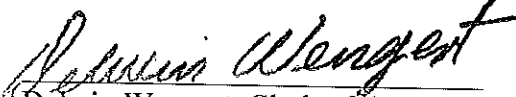
- *I. Request approval to solicit bids for labor, equipment and installation to bring above ground fuel storage tanks into Navajo Nation EPA Compliance at Ganado and Chinle.

8. Recorder's Office: Discussion and possible approval to renew the Recorder's Software Computerized System Maintenance Agreement for another 5 years beginning on May 1, 2013 through April 30, 2018, at the annual cost of \$12,600. There is no increase in cost for this renewal and will be paid utilizing the Recorder's Fee charges.
9. Sheriff's Office: Discussion and possible approval to accept the 2012 Homeland Security Multi-Jurisdictional Communications Upgrade Grant in the amount of \$59,800.
10. County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. §38-431-03(A)(3), discussion and possible approval of a resolution appointing the Arizona Attorney General's Office as legal counsel representing Apache County in regard to Tax Case TX2013-00241, a lawsuit in which Apache County is one of many defendants in a dispute on valuation of Transwestern Pipeline.
11. County Manager: Discussion and possible approval of a new Apache County volunteer program along with related intake documentation on volunteer service with the County.
12. Engineering Department: Discussion and possible approval of a resolution in support of Forest Road 249 Project.
13. Engineering Department: Discussion and recommendation to reject Bid #201307 for an Incline Screen and re-solicit for bids.
14. County Manager: Discussion and possible approval of an Intergovernmental Agreement with the Arizona Forestry Division regarding the disbursement of the FY2013 funding for Eastern Arizona Counties Organization for environmental program assistance.
15. Apache County School Business Consortium: Discussion and possible approval to enter into a Memorandum of Understanding with Northland Pioneer College to co-locate NPC microwave equipment to provide services to the Round Valley Primary School.
16. Apache County School Business Consortium: Discussion and possible approval to advertise and solicit sealed bids for Request for Proposals to upgrade the broadband microwave system from St. Johns to Round Valley and from St. Johns to Sanders.
17. County Manager: Discussion and possible approval of an Intergovernmental Agreement Extension with Yavapai County for Restoration of Competency Contract.
18. County Manager: Discussion and possible approval of a letter to Sheryl Barrett, Wolf Recovery Coordinator, regarding wolf reintroduction.
19. County Manager: Discussion and possible approval of the appointment of Supervisor Barry Weller to serve as an Apache County representative on the Northern Arizona Council of Governments (NACOG) Board.

20. County Manager: Notification of Small Counties Forum meeting on February 20, 2013 at 6:30 p.m. located at the Hilton Garden Inn 3838 E. Van Buren Street in Phoenix and the County Supervisor Association (CSA) Meeting on February 21, 2013 at 10:00 a.m. located at the CSA building 1905 W. Washington Street in Phoenix 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: 2/13/14 at 3:15 a.m. p.m. by 


Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

ACPHSD requests approval to continue the cost reimbursable subcontract with Arizona Board of Regents, University of Arizona to provide Supplemental Nutrition Assistance Program-Education (SNAP-ED) responsibilities during the period of October 1, 2012 through September 30, 2013.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Kimberly Penrod

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, January 28, 2013 7:42 PM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: Emailing: UofA

I beleive I have reviewed it and was ok with it.

From: Kimberly Penrod [kpenrod@co.apache.az.us]
Sent: Wednesday, January 23, 2013 6:50 AM
To: Joe Young
Cc: Chris Sexton
Subject: FW: Emailing: UofA

<<UofA.jpg>> Joe,

Have you already reviewed this item?

Kimberly

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

From: Kimberly Penrod
Sent: Thursday, January 17, 2013 6:44 AM
To: Joe Young
Cc: Chris Sexton
Subject: Emailing: UofA

Joe,

Please review.

THx,

Kimberly

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

UofA

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

COST REIMBURSABLE SUBCONTRACT
BETWEEN
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA
AND
Apache County Public Health Services District

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA (hereinafter referred to as ARIZONA) of Tucson, Arizona, agrees to provide funds from Arizona Department of Health Services (hereinafter referred to as SPONSOR) under Agreement No. ADHS12-030676 (hereinafter referred to as the Prime Award) for a project entitled: "Arizona Nutrition Network, Supplemental Nutrition Assistance Program -- Education, Local Incentive Award" during the period **October 1, 2012 through September 30, 2013**. For this purpose, ARIZONA and Apache County Public Health Services District, (hereinafter referred to as SUBCONTRACTOR) at the following address 232 S. Mountain Avenue, Suite 103, Springerville, Arizona 85938, mutually agree on the following:

(1) Project Director

The SUBCONTRACTOR project will be under the supervision of Robin Agüero, who is considered key personnel. No changes to key personnel can be made without ARIZONA approval and modification to the Subcontract.

(2) Amount and Invoicing

ARIZONA shall reimburse SUBCONTRACTOR for services rendered and costs incurred by SUBCONTRACTOR up to but not to exceed \$ 58,723.16 to be paid monthly, upon submission of invoice and detailed system-generated financial reports. **ARIZONA will not pay SUBCONTRACTOR invoices that are not accompanied by detailed system-generated financial reports.** The budget for this Subcontract is attached. (See Attachment No. 1) All budget revisions shall be subject to the flow down provisions outlined in Section No. (20) of this Subcontract. Annual financial reports will be due on October 30 of each project year. A detailed final financial report, final invoice, reconciliation of expenses, and any supporting documentation will be due forty-five (45) days after the termination of the Subcontract with the original documents going to the financial contact and a copy being sent to ARIZONA's administrative contact (see Section No. (24) below). If there is an overpayment of funds, please contact ARIZONA's administrative contact for instructions.

Invoices will reference ARIZONA's Purchase Order Number 72282 and will be sent to the financial contact (listed below) for approval and payment:

Marilyn Overpeck
Department of Nutritional Sciences
University of Arizona
PO Box 210038
Tucson, Arizona 85721

Payments will be sent to the address indicated on the SUBCONTRACTOR invoice. Within thirty (30) days after receipt of an invoice, ARIZONA shall notify the SUBCONTRACTOR in writing of any disallowed expenses.

(3) Work Statement

The "Scope of Work" for this project shall be as stated in Attachment No. 2 Scope of Work, and is hereby incorporated by reference. Any changes made to the Scope of Work require a written modification to the Subcontract executed by the parties.

(4) Level of Effort

Because time is of the essence, SUBCONTRACTOR shall devote the necessary level of effort by the SUBCONTRACTOR personnel to carry out the performance of this project as specified in Section No. (3) of this Subcontract.

(5) Lower-Tier Subcontract Agreements

All lower-tier subcontracts between SUBCONTRACTOR and other parties, require prior written approval from ARIZONA's Principal Investigator as well a modification to the Subcontract. The lower-tier subcontracts shall be issued on a cost reimbursement basis with the applicable "flow-down" provisions from ARIZONA's Prime Award. Budgets and work statements for activities to be conducted under the terms of such lower-tier subcontracts, shall be subject to the prior review and written approval of ARIZONA's Principal Investigator.

(6) Separate Accounting

SUBCONTRACTOR will establish a separate accounting for all funds specified in this Subcontract and will use them to purchase necessary supplies, equipment, defray travel, and will employ the necessary personnel to perform this Subcontract. Said funds may not be used for any other purpose or activities.

(7) Use of Facilities

SUBCONTRACTOR will furnish all necessary facilities and equipment as is required for the work on this project unless otherwise specified herein.

(8) Property Administration

No equipment valued over \$5,000 per unit is authorized to be purchased with funds from this Subcontract. Upon termination of this Subcontract, any materials and/or supplies remaining in stock with an aggregate value of less than \$5,000 will become the property of SUBCONTRACTOR. Contact ARIZONA for disposition of materials and supplies with an aggregate value of \$5,000 or more.

(9) Insurance and Liability

SUBCONTRACTOR must maintain insurance coverage as are required by Section 31 of Prime Award (see Attachment No. 3). Neither party to this Subcontract is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Professional liability insurance for physicians is not an allowable cost under this subcontract.

(10) Reports

SUBCONTRACTOR will submit to ARIZONA's technical contact (see Section No. (24) below) a detailed technical report of the activities carried out, as required in the Scope of Work. It is understood, however, that SUBCONTRACTOR, in accepting these funds for the purpose herein stated, shall not be restricted from publishing the results of this project. When the results of the project are published, SUBCONTRACTOR agrees to acknowledge the support received from ARIZONA and from **Arizona Department of Health Services**.

(11) Patents or Inventions

Data generated from the performance of the Scope of Work shall belong to the SUBCONTRACTOR, except that SUBCONTRACTOR agrees ARIZONA may use such data for non-commercial purposes of teaching and research. Title to any trade secrets, inventions, developments, or discoveries, works of authorship, whether patentable or not (collectively referred to as "Intellectual Property"), resulting directly from the Scope of Work, shall be allocated according to applicable employment contracts and U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) in effect at the time the Intellectual Property was created. For that Intellectual Property determined to be solely owned by ARIZONA, the SUBCONTRACTOR is granted an option to negotiate a license, on reasonable terms, to such Intellectual Property, such option to be exercised within six (6) months of notification of the existence of the Intellectual Property by the SUBCONTRACTOR. For that Intellectual Property determined to be jointly owned by SUBCONTRACTOR and ARIZONA, an exclusive option is provided to

SUBCONTRACTOR to negotiate for an exclusive license, on reasonable terms, to ARIZONA's rights, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be solely owned by SUBCONTRACTOR, ARIZONA shall claim no rights.

(12) Modification of Subcontract

A mutual act of the parties to this Subcontract is necessary to make any modification to this Subcontract. No amendment or modification of this Subcontract shall be valid or binding unless written and signed by authorized officials, as shown in Section No. (24) below, of both the SUBCONTRACTOR and ARIZONA.

(13) Conflict of Interest

This Subcontract is subject to the provisions of Arizona Revised Statutes (A.R.S.) 38-511, and the State of Arizona may cancel this Subcontract if any person significantly involved in negotiating, drafting, securing or obtaining this Subcontract for or on behalf of the Arizona Board of Regents, becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Subcontract while the Subcontract or any extension hereof is in effect.

(14) State Obligation

The parties recognize that the performance by ARIZONA is dependent upon the receipt of funds from SPONSOR. Should SPONSOR fail to appropriate the necessary funds, ARIZONA may cancel this Subcontract without further duty or obligation. ARIZONA agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to ARIZONA's attention.

(15) Termination

This Agreement may be terminated as follows:

- A. If the Sponsor terminates the Prime Agreement in whole or in part for any reason, ARIZONA may terminate this Agreement to the same extent, effective upon written notice to SUBCONTRACTOR. The conditions of the termination, including allowability of close-down costs and costs for pre-existing obligations, shall be the same conditions as the conditions imposed upon ARIZONA by the Sponsor.
- B. Either party may terminate this Agreement, in whole or in part, with the consent of the other party, upon 60 days written notice. The terms and conditions of the termination shall be agreed upon by the Parties in writing.
- C. Termination costs shall be reimbursable to the extent allowable under the applicable sponsor rules and regulations.
- D. ARIZONA may, upon 30 days written notice to SUBCONTRACTOR, terminate this Agreement upon a written finding that SUBCONTRACTOR has failed materially to comply with any provision(s) of this Agreement. In such event, ARIZONA may otherwise secure the work to be performed under this Agreement, and SUBCONTRACTOR shall be liable for damages suffered by the University thereby, including incidental and consequential damages.
- E. ARIZONA may, upon 30 days written notice to SUBCONTRACTOR, terminate this Agreement for lack of funds, or, upon 60 days notice, for convenience.
- F. Upon receipt or issue by SUBCONTRACTOR of a written termination notice, SUBCONTRACTOR shall cancel as many outstanding obligations under this Agreement as possible. Work shall stop, and SUBCONTRACTOR shall not incur new obligations after the effective date of termination. SUBCONTRACTOR shall deliver to ARIZONA, for Sponsor, all work and materials produced or acquired. All liabilities and obligations of both parties shall cease and terminate, excepting any liabilities or obligations accrued under the terms hereof prior to such termination and remaining unsatisfied or ongoing at the time such termination becomes effective.

(16) Termination by Default.

In the event that either Party shall commit any breach of or default in any of the terms or conditions of this Subcontract, and also shall fail to remedy such default or breach within ten (10) days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Subcontract by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

(17) Disputes

Any controversy or claim arising out of or relating to this Subcontract, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to negotiation between the Parties. To facilitate the amicable resolution of any controversy or claim, the aggrieved Party shall document the dispute or misunderstanding by promptly notifying the other Party in writing of the relevant facts, unresolved issues, and the clarification or remedy sought. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified of the controversy or claim.

(18) Arbitration

In the event of a dispute hereunder that involves the sum of Fifty Thousand Dollars (\$50,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the parties will submit the matter to arbitration pursuant to the Arizona Arbitration Act, ARS 12-3001 *et seq.* (the "Act") whose rules shall govern the interpretation, enforcement and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

(19) Compliance

A. Subcontractor agrees to comply with all applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination. Subcontractor certifies that it is in compliance with all federal immigration laws and regulations that relate to its employees. Subcontractor certifies that it is in compliance with state and federal law requirements that employers verify the employment eligibility of employees, hired after December 31, 2007, through the federal E-verify program or any successor program.

B. Subcontractor shall flow-down each of the requirements of this section to all lower – tier Subcontractors who works on this contract and Subcontractor shall require each lower – tier Subcontractor to certify compliance with the provisions of this section.

C. A breach of any of the certifications required under this section shall be deemed a material breach of contract subject to penalties, including termination of this contract.

D. ARIZONA retains the right to audit and inspect the papers of any vendor or subcontractor's employees who work on this contract to ensure that the vendor or subcontractor is complying with the certification requirements of this section.

(20) Other Requirements

Also, applying to this Subcontract are the applicable "flow-down" provisions of the Prime Agreement (see Attachment No. 3). In the event of conflict in the terms and conditions of these documents, the order of precedence is as follows:

- (1) Prime Agreement
- (2) Subcontract

(21) Audit and Availability of Records

Should an audit be required of the expenditures under this Subcontract, the costs of such an audit are the responsibility of SUBCONTRACTOR and are not to be charged as direct costs to this project. Notwithstanding any other conditions of this Agreement, the records and financial statements of SUBCONTRACTOR shall be made available upon request, at SUBCONTRACTOR's regular place of business, or provided via electronic or regular mail, for examination by the University. Records shall be kept for three (3) years from the end of the project.

(22) Debarment/Suspension

SUBCONTRACTOR certifies that under FAR 52.209-5 or 34 CFR 85, as applicable, it is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency.

(23) Assurances

SUBCONTRACTOR certifies that:

- A. Non-Delinquency: It is not delinquent on the repayment of any US Federal debt.
- B. Lobbying: It is in compliance with Public Law 101-121 and 31 USC 1352, as applicable, prohibiting recipients of Federal grants, cooperative agreements, contracts, or loans from using appropriated funds for lobbying in connection with the grant, cooperative agreement, contract, or loan.
- C. It does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

In the event that the status of any of the above items change, the SUBCONTRACTOR will notify ARIZONA of the change within thirty (30) days.

(24) Notices

Notices shall be in writing and deemed effective when sent, postage prepaid to:

SUBCONTRACTOR

Technical:

Robin Aguero
Apache County Public Health
232 S. Mountain Avenue, Suite 103
Springerville, Arizona 85938

Authorized Official:

Robin Aguero
Apache County Public Health
232 S. Mountain Avenue, Suite 103
Springerville, Arizona 85938

ARIZONA

Technical:

Joyce Alves
Apache County Cooperative Extension
The University of Arizona
PO Box 369
St. Johns, Az 85936

Administration:

Rachel Wallace, Contract Analyst
Office of Research & Contract Analysis
The University of Arizona
888 N. Euclid, Room 515
Tucson, Arizona 85719

Authorized Official:

Lee Anne T. Peters, Contract Officer
Office of Research & Contract Analysis
The University of Arizona
888 N. Euclid, Room 515
Tucson, Arizona 85719

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

FOR Apache County Public Health Services District:

Date _____
Name and title: _____

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date 11/20/12 Lee Anne T. Peters
Lee Anne T. Peters, Contract Officer
Office of Research and Contract Analysis

- Attachments (are herein incorporated):
- (1) Subcontract Budget
 - (2) Subcontract Scope of Work
 - (3) Copy of Prime Agreement

ATTACHMENT 1

APACHE COUNTY
BUDGET SUMMARY WORKSHEET
Fiscal Year 2013

AZNN

Object Code	Description	Current Year 2012	Budget Year 2013	Difference
40110	REGULAR SALARIES & WAGES	\$31,595.20	\$31,595.20	\$0.00
40130	TEMPORARY EMPLOYEES			
40180	REGULAR SALARIES & WAGES			
40190	SUMMER INTERNS			
40210	O.A.S.I. EMPLOYER EXPENSE	\$2,417.03	\$2,417.03	\$0.00
40211	MEDICARE EMPLOYER EXPENSE	\$574.28	\$574.28	\$0.00
40230	MEDICAL INSURANCE	\$7,840.30	\$7,840.30	\$0.00
40240	WORKERS COMPENSATION	\$109.60	\$109.60	\$0.00
40280	STATE RETIREMENT	\$2,843.57	\$2,843.57	\$0.00
40281	LONG TERM DISABILITY	\$78.99	\$78.99	\$0.00
	ANTICIPATED ERE INCREASE - 5%		\$693.19	
	Payroll Related Expenses	\$45,458.97	\$46,152.16	\$693.19
41000	SUPPLIES	\$ 1,277.00	\$ 1,500.00	\$223.00
41111	SAFETY SUPPLIES			
41114	SPECIAL EVENT EXPENSES			
41160	GASOLINE	\$ 500.00	\$ 900.00	\$400.00
41220	FOOD SUPPLIES	\$ 1,000.00	\$ 2,400.00	\$1,400.00
43230	POSTAGE			
43310	TRAVEL EXPENSE	\$ 2,500.00	\$ 2,490.00	-\$10.00
43311	Travel/Training			
43510	PRINTING			
43710	ELECTRICITY	\$ 2,250.00	\$ 2,250.00	\$0.00
43720	BUTANE	\$ 1,375.00	\$ 1,380.00	\$5.00
43730	WATER	\$ 175.00	\$ 175.00	\$0.00
43740	REFUSE DISPOSAL	\$ 264.03	\$ 276.00	\$11.97
43750	SEWAGE DISPOSAL			
43840	COMMUNICATION EQUIP RENTAL			
43860	BUILDINGS RENTAL	\$ 1,200.00	\$ 1,200.00	\$0.00
43910	AUTOMOTIVE REPAIRS & MAINT			
49075	ELECTRONIC RESOURCES			
	Non-Payroll Related Expenses	\$10,541.03	\$12,571.00	\$2,029.97
	TOTALS	\$56,000.00	\$68,723.16	\$12,723.16

The salaries and EREs in this budget are for: 1 FTE Nutrition Program Coordinator, .1 FTE Nutrition Educator and .1 FTE Registered Dietician

Misc. supplies, office, paper, copying, teaching supplies

Gasoline @ \$75/month x 12 months

Food Demonstration and Cooking Projects \$200/month x 12 months

5 meetings x \$141 overnight x 2 staff = \$1410 + Per Diem \$54/day x 2 days x 5 meetings x 2 staff = \$1080 **Totals \$2490**

\$187.50/month x 12 months

\$115/month x 12 months

\$175/year

\$23/month x 12 months = \$276.00

current building space being charged to this program is \$100/month x 12 months

Approved Budget **\$58,723.16** **4.64%**

ATTACHMENT 2

Apache County Public Health Services District
Supplemental Nutrition Assistance
Program-Education (SNAP-ED) Responsibilities
October 1, 2012 to September 30, 2013

Apache County Public Health Services will:

- Work collaboratively on the SNAP-ED Program with the University of Arizona Cooperative Extension (UACE) in Apache County by:
 - Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites for youth education including supervision, training, and reporting of program accomplishments
 - Planning for current and future SNAP-ED programming in eligible sites
- Facilitate nutrition education training to volunteers and approved site staff in order to provide nutrition education to the SNAP-Ed demographic population at the approved SNAP-Ed sites.
- Facilitate food demonstrations and nutrition education for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.
- Facilitate nutrition education (both direct and indirect) for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.
- Provide monthly staff meetings for updates, nutrition information, reporting requirements, and SNAP Ed program information
- Evaluate all 4th and 5th grade students at participating, approved school sites using the approved evaluation tool developed by AZNN and the University of Arizona with the assistance of the Program Coordinator.
- Send monthly cost reimbursement invoices to UA SNAP-Ed Accounting for services provided 1-2 business days after the 15th of the month; monthly invoices should be for the calendar month and NOT incremental or less than a month of service (i.e. October 01-October 31).
- Apache County Public Health Services total invoices may not exceed \$58,723.16 for the contract year (October 01, 2012 through September 30, 2013); all expenses must meet eligibility requirements of the Arizona Nutrition Network guidelines and be within specified budget categories.
- Provide completed and accurate monthly program reports as required by ADHS to your UA SNAP-Ed representative by the 10th day following each month's end. Payment for services will not be rendered until all programmatic reporting requirements are met and approved by UA SNAP-Ed representative.
- The Monthly Report is considered complete when all of SNAP Accounting/UA Unit Representative questions have been answered and all requested corrections to the Monthly Report have been made. The Monthly Report and any requested corrections must be submitted via electronic mail. The Monthly Report is due to the program coordinator, Margine Bawden, on the 10th of the month for the previous month's data, for example the October Monthly Report is due November 10th. The program coordinator is responsible for submitting all data and narrative reports.

ATTACHMENT 3



ARIZONA STATE CONTRACT

CONTRACT RELEASE

ProcureAZ Purchase Order No.: ADHS12-030676:1
 Organizational Reference No.: E0072187
 Issued: 10/03/2012

Vendor Number: 000005401
 University of Arizona (Grants & Contracts)
 University of Arizona
 Sponsored Projects Services
 P.O. Box 3308
 Tucson, AZ 85722-3308

Contract No.: ADHS12-030676
 Title: FY 13 AzNN LIA UofA

Arizona Department of Health Services
 Bureau of Nutrition and Physical Activity
 150 N. 18th Avenue, Suite 310
 Phoenix, AZ 85007
 US
 Email: procure@azdhs.gov

(800) 262-5942

MAIL INVOICE IN DUPLICATE TO:
 Arizona Department of Health Services
 Bureau of Nutrition and Physical Activity
 150 N. 18th Avenue, Suite 310
 Phoenix, AZ 85007
 US
 Email: procure@azdhs.gov

(800) 262-5942

Release Instructions

TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Solicitation (Bid) No.:		Payment Terms: TBD				
		Shipping Terms: TBD				
		Delivery Calendar Day(s) A.R.O.: 0				
Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 952-26 FFY 13 AzNN LIA UofA PO Valid: 10/1/12 - 9/30/13 Contract: ADHS12-030676 CFDA: 10.561 Maricopa Region		1.00	YR	\$ 2,953,917.00	\$ 2,953,917.00
2	Class-Item 952-26 Northern Region		1.00	YR	\$ 504,530.00	\$ 504,530.00
3	Class-Item 952-26 Souther Region: Amount: \$1,496,318		1.00	YR	\$ 1,496,318.00	\$ 1,496,318.00

TOTAL: \$4,954,765.00

Approved By: Robert Navarro

Phone No.: (602) 542-2851



GRANT AMENDMENT

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

Grant No: ADHS12-030676

Amendment No: 1

Tracey Thomas

BNPA – Arizona Nutrition Network, Supplemental Nutrition Assistance Program – Education, Local Incentive Award, Maricopa County Region

Effective upon signature, it is mutually agreed that the Grant referenced above is amended as follows:

1. Combine Grants ADHS12-030677, Northern Region and ADHS12-030678, Southern Region to manage all three (3) Regions under the Grant referenced above
2. The FY13 AzNN Applications, attachments and pricing from ADHS12-030677 and ADHS12-030678 will be added to the above mentioned Grant. The Items Tab of the Master Blanket Purchase Order in ProcureAZ will be revised to reflect this revised pricing.

All other provisions shall remain in their entirety.

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

The above referenced Contract Amendment is hereby executed this 19th day of September, 2012 at Phoenix, Arizona

Lee Anne Peters 9/17/12
Signature / Date

Christie Ruth

Authorized Signatory's Name and Title:
Lee Anne T. Peters
Contract Officer

Procurement Officer

Contractor's Name:

Arizona Board of Regents for University of Arizona



GRANT AMENDMENT

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

Grant No:ADHS12-030676

Amendment No: 1

Tracey Thomas

Revised Price Sheet Maricopa Region

Maricopa - Personnel/Salary	\$1,086,464.00
Maricopa - Fringe Benefits	\$487,104.00
Maricopa - Contracts, Grants and Agreements	\$213,229.00
Maricopa - Non Capital Equipment/Supplies	\$197,420.00
Maricopa - Materials	\$287,720.00
Maricopa - Travel In-State	\$68,537.00
Maricopa - Travel Out of State	\$1,016.00
Maricopa - Building Space	\$25,400.00
Maricopa - Maintenance - Utilities	\$7,800.00
Maricopa - Maintenance - Facilities	\$3,000.00
Maricopa - Indirect Costs	\$576,227.00
Total	\$2,953,917.00

Northern Region

Northern - Personnel/Salary	\$153,796.00
Northern - Fringe Benefits	\$66,992.00
Northern - Contracts, Grants and Agreements	\$82,189.00
Northern - Non Capital Equipment/Supplies	\$45,649.00
Northern - Materials	\$39,719.00
Northern - Travel In-State	\$19,034.00
Northern - Travel Out of State	\$ 00
Northern - Building Space	\$ 00
Northern - Maintenance - Utilities	\$ 00
Northern - Maintenance - Facilities	\$ 00
Northern - Indirect Costs	\$97,151.00
Total	\$504,530.00



GRANT AMENDMENT

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

Grant No:ADHS12-030676

Amendment No: 1

Tracey Thomas

Southern Region

Southern - Personnel/Salary	\$610,790.00
Southern - Fringe Benefits	\$277,277.00
Southern - Contracts, Grants and Agreements	\$127,231.00
Southern - Non Capital Equipment/Supplies	\$69,579.00
Southern - Materials	\$54,604.00
Southern - Travel In-State	\$31,319.00
Southern - Travel Out of State	\$ 00
Southern - Building Space	\$22,424.00
Southern - Maintenance -- Utilities	\$2,839.00
Southern - Maintenance -- Facilities	\$ 00
Southern - Indirect Costs	\$300,255.00
Total	\$1,496,318.00

Grand Total for All Three (3) Regions	\$4,954,765.00
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With prior written approval from the Program Manager, the Grantee is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.



GRANT AMENDMENT

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

Grant No: ADHS12-030677

Amendment No: 1

Tracey Thomas

BNPA – Arizona Nutrition Network, Supplemental Nutrition Assistance Program – Education, Local Incentive Award, Northern Region

Effective upon signature, it is mutually agreed that the Grant referenced above for the Northern Region will be cancelled due to:

1. Combining it into the Master Blanket Purchase Order ADHS12-030676 for Maricopa County.
2. Attaching Northern Region's FY13 AzNN Application, attachments, and line items into the Master Blanket Purchase Order ADHS12-030676 in ProcureAZ.

All other provisions shall remain in their entirety.

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

The above referenced Contract Amendment is hereby executed this 19th day of September, 2012 at Phoenix, Arizona

Awane J. Pitter 9/17/12
Signature / Date

Christine Rutz

Authorized Signatory's Name and Title:
Contract Officer

Procurement Officer

Contractor's Name:

Arizona Board of Regents for University of Arizona



GRANT AMENDMENT

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

Grant No: ADHS12-030678

Amendment No: 1

Tracey Thomas

BNPA – Arizona Nutrition Network, Supplemental Nutrition Assistance Program – Education, Local Incentive Award, Southern Region

Effective upon signature, it is mutually agreed that the Grant referenced above for the Southern Region will be cancelled due to:

1. Combining it into the Master Blanket Purchase Order ADHS12-030676 for Maricopa County.
2. Attaching Southern Region's FY13 AzNN Application, attachments, and line items into the Master Blanket Purchase Order ADHS12-030676 in ProcureAZ.

All other provisions shall remain in their entirety.

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

The above referenced Contract Amendment is hereby executed this 19th day of September, 2012 at Phoenix, Arizona

Lee Anne T. Peters 9/17/12
Signature / Date

Christine Ruth

Authorized Signatory's Name and Title:
Lee Anne T. Peters
Contract Officer

Procurement Officer

Contractor's Name:

Arizona Board of Regents for University of Arizona



GRANT APPLICATION
RFGA NO. ADHS12-00001365

Arizona Department Of Health Services
 1740 W. Adams, Room 303
 Phoenix, Arizona 85007
 (602) 542-1040
 (602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: 20221243

Applicant's Federal Employer Identification Number: 74-2652689

Arizona Board of Regents,
 University of Arizona

Applicant's Name

Lee Anne T. Peters

Name of Person Authorized to Sign Application
 (Please type or print)

P.O. Box 3308

Contract Officer

Street Address

Title of Authorized Person

Tucson AZ 85722-3308

Lee Anne Peters 4/1/12

City State Zip Code

Signature of Authorized Person Date

Telephone Number: 520-626-6000

Facsimile Number: 520-626-4137

E-Mail Address: sponsor@u.arizona.edu

Acknowledgement of Amendment(s):
 (Applicant acknowledges receipt of amend-
 ment(s) to the Request for Grant Application
 and related documents numbered and dated

Amendment No.	Date	Amendment No.	Date
#1	02/08/12		
#2	02/16/12		
#3	02/24/12		

ACCEPTANCE OF APPLICATION AND GRANT AWARD
 (For State of Arizona Use Only)

Your Application, dated March 8, 2012, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

This Grant will henceforth be referred to as Grant Number will be provided after award of a Grant.

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this 14th day of August 2012.

Christine Ruth
 State Government Administrator

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

1. **Grant Term.** The initial term of this Grant shall commence upon award of and signature by the State Government Administrator, and shall remain in effect for one (1) from October 1, 2012 through September 30, 2013, years unless terminated, canceled, or extended as otherwise provided herein.
2. **Option to Renew Grant.** This Grant shall not bind nor purport to bind ADHS and the Grantee for any Grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in four (4) additional one (1)-year increments, not to exceed a total Grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.
3. **Grant Reimbursement:** Payment shall be made on a Cost Reimbursement basis.
4. **Grant Amendments.** Any change in this Grant, including the Scope of Work, shall only be accomplished by a formal, written Grant amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.
5. **Commencement of Work.** All work to be performed under this Grant must commence October 1, 2012. Work shall not be performed without a Master Blanket Purchase Order Release.
6. **Key Personnel.** It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility. Once assigned to work under this Grant, Key Personnel shall not be removed or replaced without prior notification to the ADHS Program Manager.
7. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
8. **Suspension or Debarment Status.** If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
9. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

10. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.
11. **Information Disclosure.** The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.
12. **Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
13. **Financial Management.** For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

Federal Funding. Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

State Funding. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.
14. **Grant Restrictions.**

Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Federally funded by USDA's Supplemental Nutrition Assistance Program through the Arizona Nutrition Network. The Supplemental Nutrition Assistance Program provides nutrition assistance to people with low income. It can help you buy nutritious foods for a better diet. To find out more, contact 1-800-352-8401. This institution is an equal opportunity provider and employer."
15. **Payment.** The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.
16. **Arizona Substitute/IRS W-9 Form.** In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law and be registered in ProcureAZ.

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

17. **Subcontracts.** The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager and the State Government Administrator. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Grant.
18. **Licenses.** Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.
19. **Federal Procurement Suspension/Debarment.** All Applicants, upon submittal and signature of their Application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.
20. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance.** The Grantee warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Grantee agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
21. **Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.
22. **Arbitration:** The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
23. **Master Blanket Purchase Order Releases:** The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

24. Pandemic Contractual Performance:

- 24.1 The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:
- 24.1.1 Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.
 - 24.1.2 Alternative methods to ensure there are products in the supply chain.
 - 24.1.3 An up to date list of company contacts and organizational chart.
- 24.2 In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:
- 24.2.1 After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.
 - 24.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
 - 24.2.3 Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).
- 24.3 The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

25. Grant Termination:

- 25.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
- 25.2 Gratuities. The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment to the Grant, or favorable treatment concerning the Grant, including the making of any determination or decision about Grant performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Grantee.

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

- 25.3 **Suspension or Debarment.** The State may, by written notice to the Grantee, immediately terminate this Grant if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Grant shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.
- 25.4 **Termination for Convenience.** The State reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 25.5 **Termination for Default.**
- 25.5.1 In addition to the rights reserved in the Grant, the State may terminate the Grant in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Grantee.
- 25.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State on demand.
- 25.5.3 The State may, upon termination of this Grant, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Grant. The Grantee shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Grantee.
- 25.6 **Continuation of Performance through Termination.** The Grantee shall continue to perform, in accordance with the requirements of the Grant, up to the date of termination, as directed in the termination notice.
26. **Non-Discrimination:** The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
27. **Federal Immigration and Nationality Act:** The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Grantee.

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

- 28. **E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 29. **Scrutinized Businesses:** In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Grantee certifies that the Grantee does not have scrutinized business operations in Sudan or Iran.
- 30. **Indemnification Clause:** Grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This Indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Grant, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the State of Arizona.

This Indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

31. Insurance Requirements:

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Grant, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

31.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Grantee shall provide coverage with limits of liability not less than those stated below.

31.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

31.1.1.1	General Aggregate	\$2,000,000
31.1.1.2	Products – Completed Operations Aggregate	\$1,000,000
31.1.1.3	Personal and Advertising Injury	\$1,000,000

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

31.1.1.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
31.1.1.5	Fire Legal Liability	\$ 50,000
31.1.1.6	Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

31.1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Grant.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

31.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

31.1.3.1	Each Accident	\$ 500,000
31.1.3.2	Disease – Each Employee	\$ 500,000
31.1.3.3	Disease – Policy Limit	\$1,000,000

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to: Separately, EACH Grantee or subcontractor exempt under A.R.S. 23-901, and when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Grantee) form.

31.1.4 Professional Liability (Errors and Omissions Liability)

31.1.4.1	Each Claim	\$1,000,000
31.1.4.2	Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Grant is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Grant is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Grant.

31.2 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 31.2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional Insured status is required such additional Insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Grant.
- 31.2.2 The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.
- 31.2.3 Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Grant.

TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

- 31.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Grant shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to The Arizona Department of Health Services, Procurement Office, 1740 West Adams, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- 31.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 31.5 **VERIFICATION OF COVERAGE:** Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Grant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Grant must be in effect at or prior to commencement of work under this Grant and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Grant, or to provide evidence of renewal, is a material breach of Grant.
- All certificates required by this Grant shall be sent directly to The Arizona Department of Health Services, 1740 West Adams, Phoenix, AZ 85007. The State of Arizona project/Grant number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- 31.6 **SUBCONTRACTORS:** Grantees' certificate(s) shall include all subcontractors as insured under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 31.7 **APPROVAL:** Any modification or variation from the insurance requirements in this Grant shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant amendment, but may be made by administrative action.
- 31.8 **EXCEPTIONS:** In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

SCOPE OF WORK

RFGA NO. ADHS12-00001365

H. APPROVALS

The Grantee shall receive approval from ADHS for the following:

1. Nutrition Education Application and all revisions.
2. Monthly CERs.
3. Monthly Reports.
4. Quarterly Narrative Reports.

I. DELIVERABLES

The Grantee shall submit to ADHS:

1. An AzNN approved Nutrition Education Application.
2. All revisions to the Nutrition Education Application prior to implementation of the proposed revisions.
3. Monthly CERs due by the 15th day of the month following the reporting month.
4. Monthly Reports due by the 15th day of the month following the reporting month.
5. Quarterly Narrative Reports due by the 15th day of the month following the end of each quarter.
6. Evaluation Data due by the 15th day of the month following the reporting month.

J. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Grantee to the ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Nutrition and Physical Activity
Nutrition Network Manager
150 N 18th Ave, Suite 310
Phoenix, AZ 85007
Telephone: 602.542.1886
Facsimile: 602.542.1890

2. Notices, Correspondence, Reports from the ADHS to the Grantee shall be sent to:

Organization: Arizona Board of Regents, University of Arizona
Attention: Sponsored Projects Services
Street Address: P.O. Box 3308
City, State and Zip Code: Tucson, AZ 85722-3308
Telephone: 520-626-6000
E-Mail: sponsor@email.arizona.edu

SCOPE OF WORK

RFGA NO. ADHS12-00001365

1. Payments from ADHS to the Grantee shall be sent to:

Organization: Arizona Board of Regents, University of Arizona

Attention: Sponsored Projects Services, Acct. #TBD

Street Address: P.O. Box 3520

City, State and Zip Code: Tucson, AZ 85722-3520

Telephone: 520-626-6000

E-Mail: sponsor@email.arizona.edu



SOLICITATION AMENDMENT ONE (1)

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: MARCH 8, 2012

At 3:00 P.M.

Contact: Mr. Tracey Thomas

A signed copy of this amendment must be submitted with your Solicitation Response in ProcureAZ.

Solicitation ADHS12-00001365 is amended as follows:

1. Introduction, Page Six (6), the following has been added:

ELIGIBLE APPLICANTS

The AzNN will provide Grant funding to public and private organizations that will collaborate with others to improve the nutrition education and obesity prevention of people living in Arizona.

2. Terms and Conditions, Page Eighteen (18), Provision Thirty-One (31), Insurance Requirements, Item 31.2, Additional Insured Requirements, the period (.) after Item 31.2 is deleted and the numbering sequence of the three (3) paragraphs below Item 31.2 is replaced with the following: 31.2.1; 31.2.2; and 31.2.3;

3. Instructions, Page Nine (9), Provision Two (2), is revised and replaced with the following:

ADHS requires partnerships with other entities and programs within communities. Partnerships and/or collaborative efforts are defined as joint efforts with other entities that could provide additional resources, such as funding, in-kind, direct services, volunteers, and community support. When the Applicant is proposing utilizing subcontractors, it shall provide documentation e.g. contracts, line item budgets, letters of agreement, memoranda of understanding, etc. describing the roles and responsibilities each subcontractor will assume and signed by authorized individuals.

4. Scope of Work, Page Twenty-four (24), Section F, Reference Documents, Item F ACS Data link has been revised and replaced with the following link: <http://eatwellbewell.org/partners/about-us/become-a-partner>.

5. Attachment 2, FY13, Application Instructions Page Forty-six (46), Resources, Census FPL185 by County by Tract (ACS Data) is revised and replaced with the following link: <http://eatwellbewell.org/partners/about-us/become-a-partner>.

6. The original Attachment titled ADHS12-00001365 AzNN SNAP Local Incentive Grants.pdf described as Solicitation, has been removed as it is a duplicate of the section Attachments. All of the information is listed in the specific Section Attachments.

Vendor hereby acknowledges receipt and understanding of above amendment

Lee Anne Peters 3/10/12
Signature Date

The above referenced Solicitation Amendment is hereby executed this ___ day of _____, 2012 in Phoenix, Arizona.

On File

Name and Title: Lee Anne T. Peters,
Contract Officer

Signature

Name of Company: Arizona Board of Regents,
University of Arizona

Title: Christine Ruth, Chief Procurement Officer



SOLICITATION AMENDMENT ONE (1)

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: MARCH 8, 2012

At 3:00 P.M.

Contact: Mr. Tracey Thomas

7. The original Attachment titled FY13 Application described as Attachment One (1) Application, has been replaced with revised Attachment FY13 Application described as Revised Attachment One (1) Application.

8. The original Attachment Titled Exhibit 1 Contractors Expenditure Report ADHS12-00001365 AzNN SNAP Local Incentive Grants-10 described as Exhibit 1 Contractors Expenditure Report, has been replaced with revised Attachment Exhibit 1 Contractors Expenditure Report ADHS12-00001365 AzNN SNAP Local Incentive Grants described as Revised Exhibit 1 Contractors Expenditure Report.

9. Applicants shall provide an Extended Budget Justification Narrative document to explain its budget in more detail.



SOLICITATION AMENDMENT TWO (2)

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: MARCH 8, 2012

At 3:00 P.M.

Contact: Mr. Tracey Thomas

A signed copy of this amendment must be submitted with your Solicitation Response in ProcureAZ.

Solicitation ADHS12-00001365 is amended as follows:

1. ADHS is providing an MS Excel Macro to update the FY13 Application Workbook. This Macro will add more rows for inputting data in the following FY13 Application Workbook Tabs: "Sites - Certified", "Sites - Likely", "Sites - Potentially - Schools" and "Sites - Potentially - Non Schools".
2. Applicants shall follow these steps to execute the Macro:
 - 2.1 Make sure the FY13 Application Workbook is open;
 - 2.2 Make sure to have only two MS Excel Workbooks open, the FY13 Application and MS Excel Macro;
 - 2.3 Click the FY13 Application - Update Version 1.1 button; and
 - 2.4 Save the FY13 Application Workbook.

Applicant hereby acknowledges receipt and understanding of above amendment

Lee Anne T. Peters
Signature

3/6/12
Date

The above referenced Solicitation Amendment is hereby executed this ___ day of _____, 2012 in Phoenix, Arizona.

On File

Name and Title: Lee Anne T. Peters,
Contract Officer

Name of Company: Arizona Board of Regents,
University of Arizona

Signature

Title: Christine Ruth, Chief Procurement Officer



SOLICITATION AMENDMENT THREE (3)

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: MARCH 8, 2012

At 3:00 P.M.

Contact: Mr. Tracey Thomas

A signed copy of this amendment must be submitted with your Solicitation Response in ProcureAZ.

Solicitation ADHS12-00001365 is amended as follows:

1. ADHS is providing an Amended MS Excel Macro to update the FY13 Application Workbook. This Macro will add more rows for inputting data in the following FY13 Application Workbook Tabs: "Sites - Certified", "Sites - Likely", "Sites - Potentially - Schools" and "Sites - Potentially - Non Schools" and to sum the values in the additional lines that the first macro created to capture the total reach.
2. Applicants shall follow these steps to execute the Amended Macro:
 - 2.1 Make sure the FY13 Application Workbook is open;
 - 2.2 Make sure to have only two MS Excel Workbooks open, the FY13 Application and Amended MS Excel Macro Update;
 - 2.3 Click the FY13 Application - Update Version 2 button; and
 - 2.4 Save the FY13 Application Workbook.

Applicant hereby acknowledges receipt and understanding of above amendment

Lee Anne T. Peters 3/6/12
Signature

Date

The above referenced Solicitation Amendment is hereby executed this ___ day of _____, 2012 in Phoenix, Arizona.

On File

Name and Title: Lee Anne T. Peters,
Contract Officer

Name of Company: Arizona Board of Regents,
University of Arizona

Signature

Title: Christine Ruth, Chief Procurement Officer



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

Purchase Order No.: ADHS12-030676
 Organizational Reference No.:
 Effective Date: 10/01/2012
 Valid Through: 09/30/2013

Vendor Number: 000005401
 University of Arizona (Grants & Contracts)
 University of Arizona
 Sponsored Projects Services
 P.O. Box 3308
 Tucson, AZ 85722-3308

Arizona Department of Health Services
 Public Health Prevention
 1740 W. Adams
 Phoenix, AZ 85007

Tracey Thomas

Contract No.: ADHS12-030676
 Title: AzNN SNAP-Ed Local Incentive Award

The following documents make up the Contract and are incorporated herein by reference.

- Part 4 Amended Terms and Conditions RFGA ADHS12-00001365 Pages 13 - 21.pdf
- Part 5 Amended Scope of Work RFGA ADHS12-00001365 Pages 22 - 26.pdf
- Offer and Acceptance U of A Maricopa.pdf
- 3 3 2 FY13 Application_Maricopa_UA~1.xls
- 3 3 3 Contact Information_Maricopa_UA.pdf

Blanket Instructions

TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Please refer to the electronic order in Procure.AZ.gov for the complete list of attachments

Solicitation (Bid) No.:		Payment Terms: TBD				
		Shipping Terms: TBD				
		Delivery Calendar Day(s) A.R.O.: 0				
Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 952-26 Maricopa Personnel/Salary		1.00	YR	\$ 1,086,464.00	\$ 1,086,464.00
2	Class-Item 952-26 Maricopa Fringe Benefits		1.00	YR	\$ 487,104.00	\$ 487,104.00
3	Class-Item 952-26 Maricopa Contracts, Grants and Agreements		1.00	YR	\$ 213,229.00	\$ 213,229.00
4	Class-Item 952-26 Maricopa Non Capital Equipment/Supplies		1.00	YR	\$ 197,420.00	\$ 197,420.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

5	Class-Item 952-26 Maricopa Materials	1.00	YR	\$ 287,720.00	\$ 287,720.00
6	Class-Item 952-26 Maricopa Travel In State	1.00	YR	\$ 68,537.00	\$ 68,537.00
7	Class-Item 952-26 Maricopa Travel Out of State	1.00	YR	\$ 1,016.00	\$ 1,016.00
8	Class-Item 952-26 Maricopa Building Space	1.00	YR	\$ 25,400.00	\$ 25,400.00
9	Class-Item 952-26 Maricopa Maintenance - Utilities	1.00	YR	\$ 7,800.00	\$ 7,800.00
10	Class-Item 952-26 Maricopa Maintenance - Facilities	1.00	YR	\$ 3,000.00	\$ 3,000.00
11	Class-Item 952-26 Maricopa Indirect Costs	1.00	YR	\$ 576,227.00	\$ 576,227.00
12	Class-Item 952-26 Northern Personnel/Salary	1.00	YR	\$ 153,796.00	\$ 153,796.00
13	Class-Item 952-26 Northern Fringe Benefits	1.00	YR	\$ 66,992.00	\$ 66,992.00
14	Class-Item 952-26 Northern Contracts, Grants, and Agreements	1.00	YR	\$ 82,189.00	\$ 82,189.00
15	Class-Item 952-26 Northern Non Capital Equipment/Supplies	1.00	YR	\$ 45,649.00	\$ 45,649.00
16	Class-Item 952-26 Northern Materials	1.00	YR	\$ 39,719.00	\$ 39,719.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

17	Class-Item 952-26 Northern Travel In State	1.00	YR	\$ 19,034.00	\$ 19,034.00
18	Class-Item 952-26 Northern Travel Out of State	1.00	YR	\$ 0.00	\$ 0.00
19	Class-Item 952-26 Northern Building Space	1.00	YR	\$ 0.00	\$ 0.00
20	Class-Item 952-26 Northern Maintenance Utilities	1.00	YR	\$ 0.00	\$ 0.00
21	Class-Item 952-26 Northern Maintenance Facilities	1.00	YR	\$ 0.00	\$ 0.00
22	Class-Item 952-26 Northern Indirect Costs	1.00	YR	\$ 97,151.00	\$ 97,151.00
23	Class-Item 952-26 Southern Personnel/Salary	1.00	YR	\$ 610,790.00	\$ 610,790.00
24	Class-Item 952-26 Southern Fringe Benefits	1.00	YR	\$ 277,277.00	\$ 277,277.00
25	Class-Item 952-26 Southern Contracts, Grants, and Agreements	1.00	YR	\$ 127,231.00	\$ 127,231.00
26	Class-Item 952-26 Southern Non Capital Equipment/Supplies	1.00	YR	\$ 69,579.00	\$ 69,579.00
27	Class-Item 952-26 Southern Materials	1.00	YR	\$ 54,604.00	\$ 54,604.00
28	Class-Item 952-26 Southern Travel In State	1.00	YR	\$ 31,319.00	\$ 31,319.00



ARIZONA STATE CONTRACT

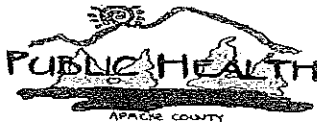
MASTER CONTRACT - TERM

29	Class-Item 952-26 Southern Travel Out of State	1.00	YR	\$ 0.00	\$ 0.00
30	Class-Item 952-26 Southern Building Space	1.00	YR	\$ 22,424.00	\$ 22,424.00
31	Class-Item 952-26 Southern Maintenance Utilities	1.00	YR	\$ 2,839.00	\$ 2,839.00
32	Class-Item 952-26 Southern Indirect Costs	1.00	YR	\$ 300,255.00	\$ 300,255.00
33	Class-Item 952-26 Southern Maintenance Facilities	1.00	YR	\$ 0.00	\$ 0.00
34	Class-Item 952-26 Maricopa - Line item to use for ten percent (10%) transferring between all Maricopa categories on the Items Tab.	1.00	YR	\$ 0.00	\$ 0.00
35	Class-Item 952-26 Northern Region - Line item to use for ten percent (10%) transferring between all Northern Region categories on the Items Tab.	1.00	YR	\$ 0.00	\$ 0.00
36	Class-Item 952-26 Southern Region - Line item to use for ten percent (10%) transferring between all Southern Region categories on the Items Tab.	1.00	YR	\$ 0.00	\$ 0.00

TOTAL: \$ 4,954,765.00

Approved By: Tracey Thomas

Phone No.: (602) 542-1011



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **02/04/13**

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

ACPHSD requests approval to enter into an Agreement with the Round Valley Senior Center for transportation of Well Woman Health Check clients to and from ACPHSD clinic.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

See attached

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Kimberly Penrod

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, February 04, 2013 11:34 AM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: Letter of Agreement with RV Senior Center for Transportation

I have reviewed this before and I am ok with it as long as you are comfortable with the dollar price.

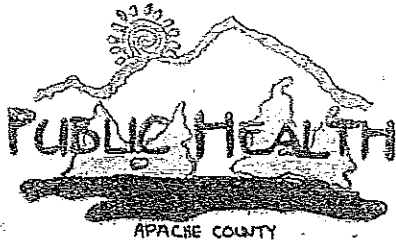
From: Kimberly Penrod [<mailto:kpenrod@co.apache.az.us>]
Sent: Monday, February 04, 2013 10:39 AM
To: Joe Young
Cc: Chris Sexton
Subject: Letter of Agreement with RV Senior Center for Transportation

Joe,

Please review.

Thx,

Kimberly



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

**Letter of Agreement between Round Valley Senior Center and Apache County
Public Health Services District for Transportation of Clients to Clinics**

The Apache County Public Health Services District is required by the Well Woman Health Check Program to provide transportation for certain clients, if necessary, to their initial/annual clinical exam appointments at the Apache County Public Health Services and other medical appointments for mammogram screenings.

The Round Valley Senior Center has the means to transport said these clients to and from clinical appointments at the Apache County Public Health Services building in Round Valley Springerville and other medical appointments the Mammogram screenings, and desires to provide transportation for clients needing transportation.

Therefore the Apache County Public Health Services District will schedule clinic appointments for clients needing transportation between 11:30 a.m. and 3:00 p.m. Monday thru Thursday and the Round Valley Senior Center will transport the clients to and from the clinic and/or from the location from which the clients are picked up at a cost of \$9.30 plus \$1.66 per mile for clients living within the incorporated limits of Eagar and Springerville, billable to the Apache County Public Health Services District. The Apache County Public Health Services District agrees to reimburse the Round Valley Senior Center within thirty (30) days after receiving the invoice.

The term of this agreement is from January 1, 2013 June 30, 2013.

This agreement may be cancelled without cause with thirty (30) days written notice to the other party.

Sharon Pinckard
Sharon Pinckard, Community Services Director

1-22-2013
Date

Chris S. Sexton
Chris Sexton, Health Director
Apache County Public Health Services District

1/29/2013
Date

Tom M. White, Jr., Chairman Apache County Board of Supervisors
Supervisor District II

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

Take:

Apache County Public Health Services District requests authorization to create a new position of Division Manager of Environmental Health/Public Health Emergency Preparedness, salary range 54, \$48,118 -- \$72,117 and advertise and fill the position. One-half of the Salary and ERE will be paid from grant funds and one-half of the Salary and ERE paid from Public Health Services District funds. A savings of \$34,316.50 in Salary and ERE.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director Chris Sexton:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Chris Sexton

From: Glenn Joy
Sent: Monday, February 11, 2013 4:20 PM
To: Chris Sexton
Subject: RE: New Position--Approval

Chris,

Karen has advised that she has reviewed your proposal as discussed.

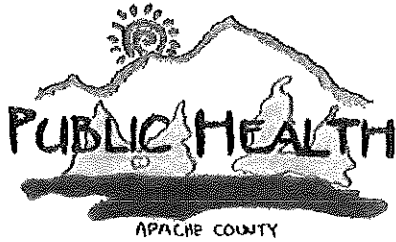
Glenn Joy
H.R. Specialist
Apache County Human Resources
P O Box 989, St. Johns, AZ 85936
928-337-7594 – 928-337-7606 (fax)

From: Chris Sexton
Sent: Monday, February 11, 2013 4:19 PM
To: Karen Houston
Cc: Glenn Joy
Subject: New Position--Approval

Hi Karen,

When you have a minute will you please send a short email to me stating that you have reviewed the proposal for the Division Manager of Environmental Health/Public Health Emergency Preparedness?

Thank you for your assistance,
Chris



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337-7532

REORGANIZATION OF ENVIRONMENTAL HEALTH AND PUBLIC HEALTH EMERGENCY PREPAREDNESS DIVISIONS

Proposal

Combine the Environmental Health Division and the Public Health Emergency Preparedness (PHEP) Division. Eliminate positions for which there is no funding. Have one person manage the new combined division.

Rationale

PHEP is a grant funded division of the Public Health Services District. Grant revenue for PHEP has been reduced from \$363,576.00 in FY10-11 to \$177,728.00 in FY12-13. This is a 51% reduction in funding. As a result of the drastic reduction in funding alternative ways to manage PHEP need to be considered. Since the PHEP Division Manager resigned in October 2012, the Assistant Health Department Director has been the acting manager. There are two employees in the PHEP Division.

The Health Director has been the acting Environmental Health Manager since November 2010. There is one field person in the Environmental Health Division and one Administrative Assistant.

I thought it would be a good idea to combine these two divisions with a total of four employees into one division.

Positions

PHEP will retain the full-time positions of Administrative Coordinator for training and Community Emergency Response Team Coordinator.

The positions in PHEP of full-time Epidemiologist and Secretary will be eliminated.

Environmental Health will retain the full-time positions of Administrative Assistant and Environmental Health Coordinator.

The new manager position will supervise 4 people and two programs saving \$34,316.50 in Salary and ERE.



**DIVISION MANAGER
ENVIROMENTAL HEALTH/PUBLIC HEALTH EMERGENCY
PREPAREDNESS**

Public Health Department

Effective Date: 02/19/2013
Range: 54
Annual Salary: \$48,118 - \$72,177

NATURE OF WORK:

Division Managers in the Apache County Health District are charged with identifying community health needs, seeking grant opportunities to provide for community needs, and developing and implementing new programs under the general direction of the Health Director. Division Managers are considered experts in their respective fields and will maintain their knowledge through participation in continuing education, professional associations, and consultation with peers. Further, Division Managers are responsible for passing vital information along to the entirety of the Health District through department-wide trainings, announcements, and newsletters. Division Managers will assist in strategic planning endeavors and will build community partnerships in an effort to create a seamless Public Health System in Apache County. Division Managers will assist the Health Director in special projects, reports, and activities as assigned.

TYPICAL DUTIES:

May include, but are not limited to:

- Developing and implementing the organizational and management structure for the Division of Environmental Health/Public Health Emergency Preparedness
- Writing policies and procedures
- General Supervision of staff members (i.e. work flow and work assignments, managing time-off requests, discipline, hiring/firing and other personnel issues)
- Overseeing delegated functions and duties per delegation agreements and performing inspections as needed
- Enforcement actions against entities for non-compliance with A.A.C. and A.R.S.
- Serving as a liaison between ADHS, ADEQ and Apache County
- Assuring that contract and /or delegations requirements are met
- Assuring required reports are submitted in a timely manner
- Assuring contract dollars are spent, in full, to provide the services specified
- Advocating for the public health needs of the county
- Composing grant proposals for PHEP
- Attending training and continuing education
- Conducting trainings/presentations
- Community outreach/education
- Creative problem-solving
- Networking with community providers, peer (county) entities, state agencies, tribal agencies and IHS.
- Collaborating in strategic planning efforts
- Develop strategic and operational plans, keep plans current
- Representing Apache County at collaborative events and meetings

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of principles and practices in Environmental Health and Public Health Emergency Preparedness
- Knowledge of Arizona Statutes and Administrative Code related to Environmental Health and Public Health Emergency Preparedness
- Knowledge of National Incident Management System and Incident Command System
- Skill in grant writing and grant administration
- Skill in working with people
- Skill in interpreting, applying and enforcing statutes, rules, regulations and ordinances
- Skill in writing local ordinances
- Ability to create good working relationships with community partners, County Emergency Management employees and first responders
- Ability to write sensible policies and procedures
- Ability to work on multiple priorities during the same time period
- Ability to work in a positive manner with staff to assist them in achieving their potential in their jobs

MINIMUM QUALIFICATIONS:

The Division Manager shall possess current certification as a Registered Sanitarian through the State of Arizona and have a minimum of five years progressively responsible experience in county environmental health program management and at least one year experience in emergency response planning and public health; must demonstrate a proficiency in grant-writing and administering grant-funded programs. Willingness to comply with the District Immunizations policy, have a current Arizona Driver's License. Bachelor's Degree in Public Health or related field is desirable.

This position is FLSA exempt.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: S.O./JAIL

Date: 02/19/13 Signature: _____

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

Request authorization to remove Ashton Powers from probation with the 2.5% end of probation increase effective January 30, 2013.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: 8

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **CLERK OF THE COURT**

Date: 1/28/13

Signature: *[Handwritten Signature]*

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

Recognition of Barbara Silversmith's Retirement from Apache County.

Date & Time Needed:

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

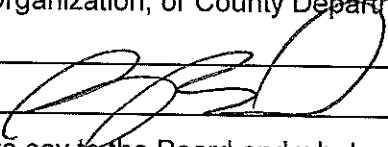
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **R.V.J.P./DISTRICT III**

Date: **02/19/13** Signature: _____

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

Request the Board of Supervisors discuss and possibly approve the appointment of Mrs. Robert Reed as the replacement Justice of the Peace for the Round Valley Justice Court.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

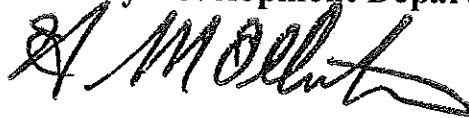
//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 1/14/2013 Signature:



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

Public Hearing

Consideration and possible approval of a reversion to acreage for Larry & Karen Matejka to combine two lots in Windsor Valley Ranch, Phase 1, Lots 125 and 133. Property is located in Concho, AZ. 201-79-125, 201-79-133

Date and/or Time Needed: 2/19/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____

State of Arizona)
) ss.
County of Apache)

fidavit of Publication

White Mountain Independent

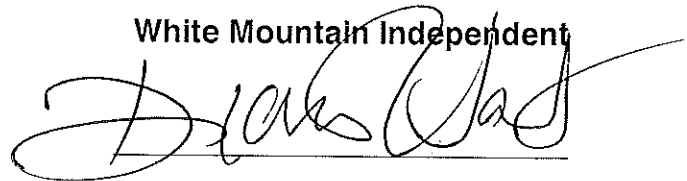
The Apache County Board of Supervisors will hold a public hearing on Tuesday February 19, 2013, at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which time the Board will consider and possibly approve the following items: Consideration and possible approval of a reversion to acreage for Larry & Karen Matejka to combine two lots in Windsor Valley Ranch, Phase 1, Lots 125 and 133. Property is located in Concho, AZ. 201-79-125, 201-79-133. Those wishing to comment may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mail to molleton@co.apache.az.us.

Published in the White Mountain Independent
February 1, 2013
(WMI 7192 A, 1x, 2/01/13)e

, Diane Janot being first duly sworn, depose and say: I am the agent of the White Mountain Publishing Company, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at St. Johns, County of Apache, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date

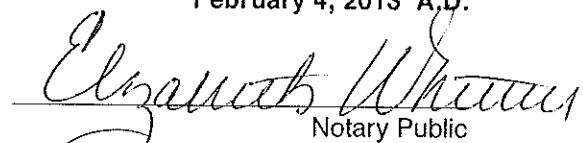
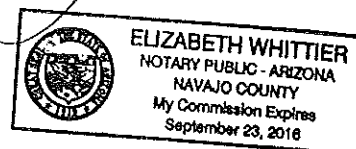
February 01, 2013

White Mountain Independent



Sworn to me this day of

February 4, 2013 A.D.


Notary Public

APACHE COUNTY, ARIZONA REVERSION TO ACREAGE APPLICATION

Owner/Applicant name: Larry & Karen Matejka
Address: 13122 Arapaho Rd, Etiwanda, CA 91739
Telephone: 562-243-2342

- Description of "Reversion to Acreage" requested: Consider and possibly approve a reversion to acreage for Larry & Karen Matejka to combine two lots in Windsor Valley Ranch, Phase 1, Lots 125 and 133. Property is located in Concho, AZ. 201-79-125, 201-79-133
-

Provisions of the Zoning Ordinance that shall be made part of this application: _____

Assessor's Parcel Number: 201-79-125/201-79-133

Legal description or location of applicable property: Sec 25 T12N R 25E

Special conditions and uses adjoining this property that lends favor to the acceptance of this request:

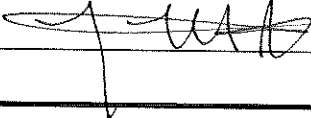
Signature of Applicant or Legal Agent: (Signature on File)

Date: 12/6/2012

Commission Action: Approved

Comments: Provide documentation proving that the utility easement has been abandoned.

Date: 12/6/2012

Planning & Zoning Commission Signature: 

Board of Supervisors Action: _____

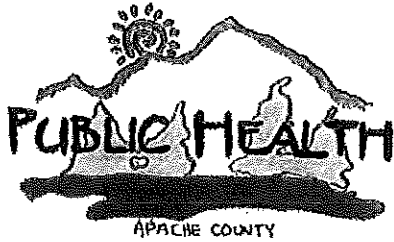
Date: _____

County Supervisor

Date: _____

ATTEST: _____
County Clerk

Date: _____

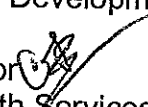


Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

MEMORANDUM

To: Milton Ollerton, Director
Apache County Community Development

From: Chris Sexton, Health Director 
Apache County Public Health Services District

Re: Larry and Karen Matejka Subdivision Application

Date: 15 November 2012

The Apache County Public Health Services District has searched property files of Community Development, onsite sewage disposal files of the Public Health Services District and computer records in attempting to find the inspection record for the septic tank system Mr. Matejka stated was installed on his property.

We have not been able to find a permit for the septic tank system and we have not been able to locate any inspection records for the system.

Mr. Matejka may choose to:

- Submit a copy of the permit for the installed septic tank system and inspection records, or
- Have a civil engineer evaluate the septic system for Mr. Matejka's intended use and compliance Arizona State rules and regulation governing the installation of onsite wastewater systems and issue a report of his findings to the Public Health Services District, or
- Submit an application for an onsite wastewater system to the Public Health Services District

At this time the Apache County Public Health Services District cannot approve the use of the existing septic tank system on the property.

I have no objection to combining of the two lots into one lot.



APACHE COUNTY — Planning and Zoning Department
 P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name LARRY & KAREN MATEJKA
 Mailing Address 13122 ARAPAHO Rd
ETIWANDA, CA 91739
 Contact Person LARRY MATEJKA
 Phone (562) 243-2342 Fax (562) 427-7599
 Email LARRYM@MEDXBILLING.COM

PROPERTY INFORMATION

Assessor's Parcel #(s) _____
201-79-133
201-79-125
 Township 12 N Range 25 E Section 25
 Subdivision Name WINDSOR VALLEY RANCH-PHASE 1
 Unit # PHASE 1
 Address/Location #201-79-125: 39 COUNTY Rd 8948
CONCHO, AZ 85924 #201-79-133: 45 COUNTY Rd,
CONCHO, AZ 85924.
 Number of Lots Proposed TWO INTO ONE PARCEL
 Total Site Acreage 14.49
 Proposed Access FROM HEADQUARTERS ROAD
(#8648) IN FRONT OF PROPERTY

PROPERTY OWNER (if different than applicant)

Name SAME AS ABOVE
 Mailing Address _____

 Contact Person _____
 Phone _____ Fax _____
 Email _____

PROJECT ENGINEER

Name TERRAVISA GROUP
 Mailing Address PO Box 2039
ST. JOHNS, AZ 85936
 Contact Person KEN FLYGARE
 Phone (928) 337-9910 Fax (928) 337-9905
 Email KFLYGARE@TERRAVISA.COM

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant Karen Matejka
Larry Matejka Date 10-16-12
 Signature of Property Owner (if not the applicant)

SAME Date _____

OFFICE USE ONLY

Received By _____ Date _____

Receipt # _____ Fee _____

Subdivision# _____

Related Subdivisions _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied

Chairman _____ Date _____

BOARD ACTION

Approved with Conditions (see attachments) Denied

Chairman _____ Date _____

11/21/2005



APACHE COUNTY — Planning and Zoning Department
P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928)
337-7633

SUBDIVISION APPLICATION

COMMENTS / CONDITIONS

I Am REQUESTING THE CONSOLIDATION (REVERSION)
OF OUR TWO (2) SIDE-BY-SIDE PARCELS (LOT #133
PARCEL 201-79-133 AND LOT #125 PARCEL 201-79-125)
AT WINDSOR VALLEY RANCH INTO ONE PARCEL.
IT IS OUR INTENTION TO PLACE A HOUSE & OTHER
STRUCTURES IN THE MIDDLE & USE ACCORDINGLY.

LARRY MATEJKA

ATTACHED PLEASE FIND EMAIL TO/FROM MILTON OLLERTON
AS TO OUR INTENT.

Larry Matejka

From: Milton Ollerton [mollerton@co.apache.az.us]
Sent: Wednesday, October 10, 2012 7:49 AM
To: Larry Matejka
Subject: RE: Question On Property Line

Larry,

No problem on the question, it comes up often.

You cannot set a home on or cross a property line with a septic without first removing the property line. Combining two lots that are not in a county-approved subdivision requires a lot combination procedure and is approved by the County staff. However, a subdivision is approved by the Board of Supervisors and any changes to the subdivision plat requires Board approval. Windsor Valley Ranch is a board approved subdivision and would require amending the plat map through a reversion to acreage process.

The application is located at this link:

<http://www.co.apache.az.us/pdfs/PlanningandZoning/P&ZPage/SubdivApp.pdf>

The ordinance is located at this link:

<http://www.co.apache.az.us/pdfs/PlanningandZoning/P&ZPage/SubdivisionOrdinanceRevision262007.pdf>

You would follow the process in section 10 (page 45) of the subdivision ordinance. This does require the use of a surveyor or engineer. If they or you have any questions about moving forward with this please let me know.

Milton

H. Milton Ollerton, Director
Community Development
Apache County
(928) 337-7526
PO Box 238
Saint Johns, AZ 85936

From: Larry Matejka [mailto:larrym@medxbilling.com]
Sent: Wednesday, October 10, 2012 7:03 AM
To: Milton Ollerton
Subject: Question On Property Line

Mr. Ollerton,

This is my first time contacting your dept and I hope it's OK to the following question:

I currently live in Los Angeles but plan on moving to AZ in the future. I own two parcels (side by side) at Windsor Valley Ranch by Concho and receive two separate property tax bills. I have already had a septic installed (properly permitted) on the only parcel that would perk. I would like to place a mobile home in the center of both properties. Thus the home would be centered over the property line of both parcels. Is there any problem with placement (ie easement etc)?

Thank you.

Larry Matejka
Cell (562) 243-2342

10/15/2012

October 15, 2012

Parcels/owners that are within 300 feet of Larry/Karen Matejka (lot #133 parcel #201-79-133 and lot #125 parcel #201-79-125) at Windsor Valley Ranch.

Lot 143 Parcel 201-79-143
Grazyna & Jacek Sobczak
5328 E. Baker Dr.
Cave Creek, AZ 85331-2462

Lot 124 Parcel 201-79-124
Connie & Hilario Amaro
16839 N. 31st Drive
Phoenix, AZ 85053

Lot 126 Parcel 201-79-126
Ron Barnett
1260 W. New River Rd.
New River, AZ 85087

Lot 134 Parcel 201-79-134
Vicki & Duane Harris
5952 Crown Dr.
Mira Loma, CA 91752

Lot 144 Parcel 201-79-144
Wayne Szuta
P.O. Box 17179
Fountain Hills, AZ 85269

Lot 151 Parcel 201-80-151
Mary & Salomon Chavez
1115 South Central Ave.
Avondale, AZ 85323

Lot 153 Parcel 201-80-153
Richard Watters
16189 Quarter Horse Rd.
Riverside, CA 92504

Lot 154 Parcel 201-80-154
William Sobeck
17561 South Indigo Crest Pass
Vail, AZ 85641

Lot 155 Parcel 201-80-155
Rosemary & David Van Wolde
2270 W. Mulberry Drive
Chandler, AZ 85286



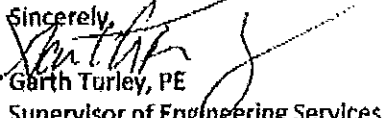
Mr. Larry Matejka,

In regards to your request for abandonment of the easement crossing the middle of your lots #133 and #125 in the Windsor Valley Ranch, Navopache Electric no longer needs to maintain this easement and therefore are willing to abandon this easement.

We would however require to maintain the easement crossing your southern property line (where the existing power line is installed).

If you have any questions, or require signing a petition, please feel free to contact us again.

Sincerely,


Garth Turley, PE
Supervisor of Engineering Services
Navopache Electric Cooperative
1878 W. White Mtn. Blvd
Lakeside, Arizona 85929
928-368-5118 ext 232

1878 West White Mountain Boulevard • Lakeside, Arizona 85929
(928) 368-5118 • (800) 543-6324 • Fax (928) 368-6038 • www.navopache.org

Larry Matejka

From: Garth Turley [gturley@navopache.org]
Sent: Wednesday, October 31, 2012 7:12 AM
To: Larry Matejka
Subject: RE: Petition to abandon easement in Windsor Valley Ranch

I am not aware of an official letter. In the past an email usually sufficed. If not let us know. Garth

From: Larry Matejka [mailto:larrym@medxbilling.com]
Sent: Thursday, October 25, 2012 6:05 PM
To: Garth Turley
Subject: RE: Petition to abandon easement in Windsor Valley Ranch

Garth,

I sent a copy of your email along with all my other paperwork, application, and new plat map from Terra Visa Group (surveyors) to the planning/zoning dept (15 copies) for submission to the County Board Of Supervisors' approval of my request for a "Reversion Of Acreage" at their December meeting. The application requires that I have a "letter from local utility approving the action" which is why I contacted Velinda originally. At that time she told be about the former easement and to request a "petition to abandon easement" of which I sent her the below email requesting such action. She then forwarded my request to you and you replied.

Is their an official "Petition to abandon easement" form that must be completed by me and signed-off by Navoapache or does my email to Velinda and your response serve as such notification

Thanks for your help.

Larry Matejka

From: Garth Turley [mailto:gturley@navopache.org]
Sent: Monday, October 15, 2012 8:29 AM
To: larrym@medxbilling.com
Subject: Petition to abandon easement in Windsor Valley Ranch

From: Garth Turley
Sent: Monday, October 15, 2012 8:22 AM
To: 'Larry Matejka '
Cc: Velinda Barrington
Subject: Petition to abandon easement in Windsor Valley Ranch

Mr. Larry Matejka,

In regards to your request for abandonment of the easement crossing the middle of your lots #133 and #125 in the Windsor Valley Ranch, Navopache Electric no longer needs to maintain this easement and therefore are willing to abandon this easement.

We would however require to maintain the easement crossing your southern property line (where the existing power line is installed).

If you have any questions, or require signing a petition, please feel free to contact us again.

Sincerely,

Garth Turley, PE

10/31/2012

Supervisor of Engineering Services
Navopache Electric Cooperative
1878 W. White Mtn. Blvd
Lakeside, Arizona 85929
928-368-5118 ext 232

From: Velinda Barrington
Sent: Wednesday, October 10, 2012 7:00 AM
To: Garth Turley
Subject: FW: Petition to abandon easement

Garth I am forwarding this to you for your answer. Email me if you would like me to provide a map for you.

Thank you,

Velinda

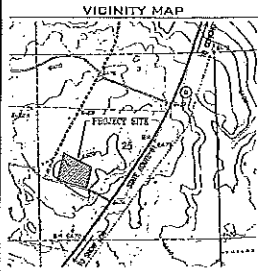
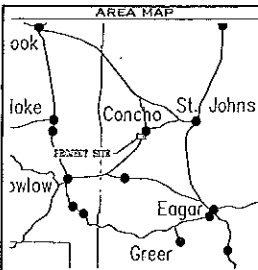
From: Larry Matejka [mailto:larrym@medxbilling.com]
Sent: Tuesday, October 09, 2012 3:22 PM
To: Velinda Barrington
Subject: Petition to abandon easement

Ms. Barrington,

I own lots #133 (parcel #201-79-133 4) and lot #125 (parcel #201-79-125 1) at Windsor Valley Ranch. I'm requesting a petition to abandon the old power line easement that ran across both properties. The power line and poles that created this easement were removed by NEC and relocated along the road in front of both properties.

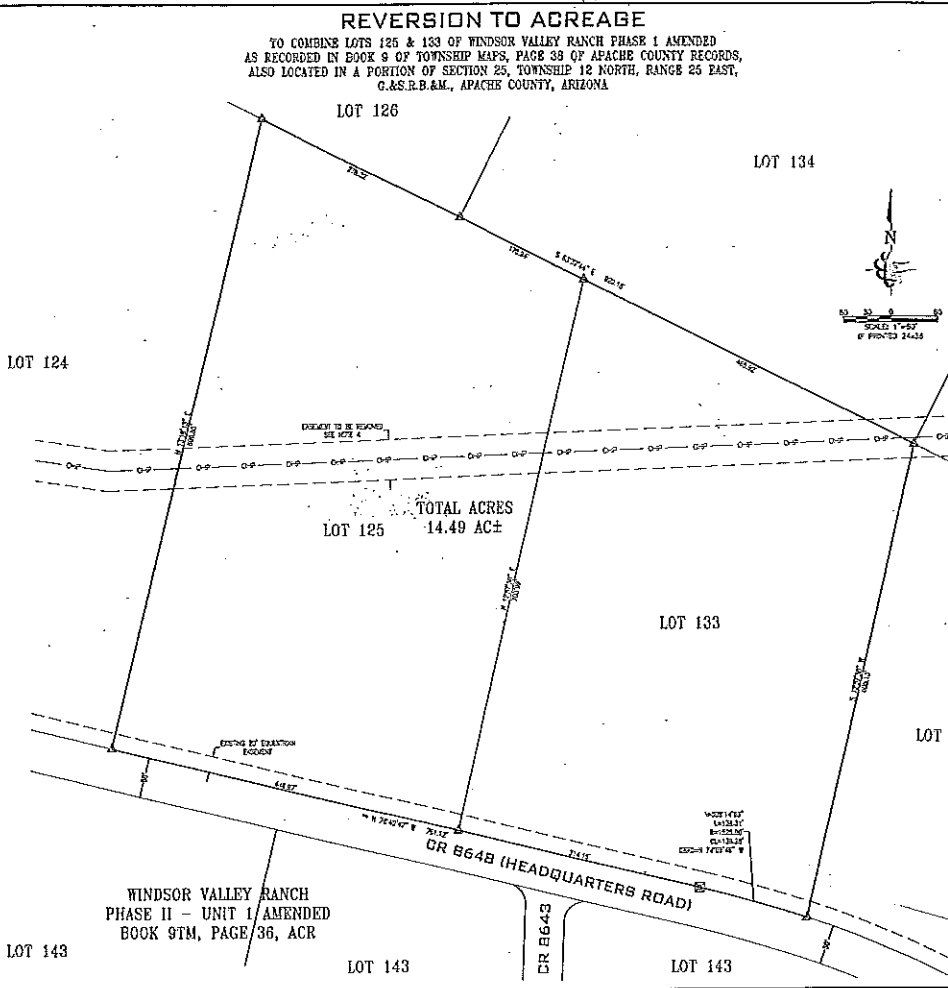
Please let me know if anything else is needed from me. Thank you.

Larry Matejka
13122 Arapaho Rd.
Etiwanda, CA 91739
Cell (562) 243-2342



- NOTES**
1. RESOURCES FOR THIS SURVEY INCLUDE:
 - WINDSOR VALLEY RANCH PHASE I AMENDED AS RECORDED IN BOOK 9TM, PG 36, ACR.
 - WINDSOR VALLEY RANCH PHASE II, UNIT I AMENDED AS RECORDED IN BOOK 9TM, PG 36, ACR.
 - REVERSION TO ACREAGE AS RECORDED IN BOOK 17LS, PG 153, ACR.
 2. NOT ALL EASEMENTS OF RECORD ARE SHOWN HEREON.
 3. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
 4. MESSASCH ELECTRIC HAS REMOVED THE POWER LINE AND POLES AND SET BACK FROM GUSTO TULEY P.E. DATED 10/15/2010, ARE WILLING TO ABANDON THIS EASEMENT. A PERMIT TO ABANDON THE EASEMENT ON SUBJECT PROPERTY HAS BEEN FILED.

STATE OF ARIZONA
 COUNTY OF APACHE
 I, _____, County Clerk, do hereby certify that the within instrument was filed and recorded.
 In Book No. _____, Page _____, Recorder
 By _____, Deputy



WINDSOR VALLEY RANCH
 PHASE II - UNIT I AMENDED
 BOOK 9TM, PAGE 36, ACR

REVERSION TO ACREAGE
 TO COMBINE LOTS 125 & 133 OF WINDSOR VALLEY RANCH PHASE I AMENDED AS RECORDED IN BOOK 9 OF TOWNSHIP MAPS, PAGE 36 OF APACHE COUNTY RECORDS, ALSO LOCATED IN A PORTION OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 25 EAST, G.A.S.R.B.A.M., APACHE COUNTY, ARIZONA

LEGEND

TR REBAR W/ ALUMINUM CAP 15 42811 **A**

TR REBAR W/ ORANGE CAP 15 42811 **BB**

** BASIS OF BEARING IS THE SOUTH LINE OF LOTS 125 & 133 AS RECORDED IN WINDSOR VALLEY RANCH PHASE I AMENDED, BOOK 9TM, PAGE 36, ACR.

APPROVAL

APPROVAL THIS _____ DAY OF _____
 2012 BY THE COUNTY BOARD OF SUPERVISORS

BY _____ DAYMAN

ATTEN _____ OLSEN

PLANNING & ZONING

APPROVED _____ PLANNING & ZONING DIRECTOR

DATE _____

ACKNOWLEDGMENT

STATE OF ARIZONA
 COUNTY OF APACHE

ON THIS THE _____ DAY OF _____, 2012, BEFORE ME, THE UNDERSIGNED

WHO ACKNOWLEDGED HIMSELF TO BE THE OWNER AND FURTHER ACKNOWLEDGED THAT HE, AS SUCH OWNER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING HIS NAME, AS THE OWNER OF RECORD, AS SUCH.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

BY COMMISSION EXPIRES _____

CERTIFICATION

This is to certify that the information shown hereon is based on actual field survey made under my direct supervision and is true and correct to the best of my knowledge and belief.

Notary Public, P.L.S. 23517 Expires 10/25/2014

TetraVisa Group, Inc
 CIVIL ENGINEERING & LAND SURVEYING
 P. O. BOX 82311 • ST. JOHNS, ARIZONA 85928
 PHONE: (928) 838-1234 FAX: (928) 838-1235
 OFFICE: (928) 838-1234 • WWW.TETRAVISA.COM

REVERSION TO ACREAGE
 LOTS 125 & 133 OF
 WINDSOR VALLEY RANCH UNIT I AMENDED

BOOK 9TM PG 36 REVERSION TO ACREAGE BY _____

DATE _____ FROM PG 153 TO PG 154

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Doyel Sharley

Date/Signature: *07 Feb 13* *[Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take: *No Action*
Update BOS on Southfork WFHF + Upcoming Alpine WFHF
Tentative results from Predator Hearing of 15 Feb 13

BOS Meeting Date Requested *19 Feb 13*

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
February 5, 2013
St. Johns, Arizona

Present were: Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr. Also present, County Manager/Clerk of the Board Delwin Wengert and Attorney Joe Young. Chairman Tom M. White, Jr. was excused due to travel.

Vice Chairman Weller called to order the Apache County Board of Supervisors meeting, the Public Health Services District meeting and the Library District meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Ferrin Crosby gave the invocation.

Kristl Jones led the Pledge of Allegiance.

Vice Chairman Weller called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval of Contract #MRC132107 with the National Association of County and City Health Officials to build the capacity of local Medical Reserve Corps (MRC) units in the amount of \$4,000. Mr. Sexton stated that the Health District recruits volunteers to assist in times of emergency such as people who have medical experience and background so if there is a need, these people are ready to assist. Mr. Sexton stated that monthly meetings are held with the volunteers the grant money helps with outreach and supplies. **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Chris Sexton, Health Director, requested approval of a Sub-Contractor Agreement with Jennifer Foote, RN to provide clinical services. Mr. Sexton stated that this will help take up some gaps that are due to short staffing and Ms. Foote will be working about one afternoon a week. **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Mr. Shirley moved to adjourn the Health District meeting, seconded by Mr. Weller. Motion passed.

Vice Chairman Weller opened the Library District meeting.

Judith Pepple, Library Director, requested authorization to accept a donation in the amount of \$2,327.09 from the Salt River Project Boosters Association through the agency of The United Way of Northern Arizona. **Mr. Shirley moved approval, seconded by Mr. Weller.** Ms. Pepple stated that the funding will most likely be used to purchase computer servers. Motion passed.

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

Vice Chairman Weller called for the regular agenda items.

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

George Walsh, Vernon, Arizona stated that he wanted to bring attention to a recent memorandum from the County Attorney's Office to the Planning and Zoning Commission that he does not believe is a legal opinion as was requested; that it is a memo and never states anywhere that it is a legal opinion. Mr. Walsh stated that it only cites two statutes and no case law and he does not believe this meets the definition of a legal opinion in which the Supervisors or Community Development can base their action on. Mr. Walsh requested that this item be placed on a future agenda for discussion among the Supervisors, the Attorney and the public so we can put an end to this question.

There was no other member of the public wanting to comment.

Vice Chairman Weller called for the Current Event Summaries. The Open Meeting Law allows the chief administrator, presiding officer or a member of the public body to present a brief summary of current events without listing in the agenda the specific matters to be summarized; however the public body will not propose, discuss, deliberate or take legal action on any matter presented as a current event summary. While a current event summary need not be noticed, the following are summaries for which the Board has advance notice.

Mr. Weller read from a letter from Representative Jamescita Peshlakai of her support of the people in Legislative District 7. Mr. Weller stated that Ms. Peshlakai was extremely cordial when he stopped by and visited with her, Mr. Hale, and Senator Jack Jackson. Mr. Weller encouraged the public to stop in and meet with their legislators.

Mr. Weller provided an update on some of the current legislative issues regarding the transactional privilege taxes, water rights and regulatory transparency legislation going through the legislature.

Mr. Weller stated that the Navajo Nation has declared a state of emergency regarding frozen water line issues and District III is doing their best in helping out with the emergency. Mr. Weller asked if Mr. Shirley or Mr. Wengert wanted to comment on this issue. Mr. Shirley stated that District I is on top of it and he is sharing equipment and manpower with the Navajo Nation and they are going to reimburse the County for our assistance. Mr. Wengert stated that District I and II are both involved; the Governor declared an emergency and according to the County Attorney, the Board does not need to declare an emergency in order to assist the Navajo Nation. Mr. Wengert stated that we will operate under the emergency declared by the State and will keep accurate records and be reimbursed for all costs associated with the emergency. Chief Deputy Sheriff Brandon Eagar provided an update on the activities related to the emergency on the Navajo Nation due to main water lines freezing. Chief Eagar stated that this is a record event and they currently have 790 telephone call-ins that they have not yet addressed so the sheriff's

office is trying to assist them in getting crews and support to get the water back to the communities. Mr. Weller thanked Chief Eagar for keeping him updated through this emergency.

Treasurer Marleita Begay stated that she is working closely with Assessor's Office looking at the software and has been looking at the vendors CCI and Tyler and they reviewed their demonstrations and are currently looking at the pros and cons with each of the company. Treasurer Begay also stated that the tax lien auction is on track. Mr. Weller stated that there is a lot of activity going on in the Assessor's Office and Treasurer's Office and they have been very active in reviewing the software and he appreciates the energy going into that because it can really improve the tools here in the County.

Superintendent Barry Williams stated that he wanted to update the Board on some of the issues that are going on in education and provided an overview on a symposium he attended that was sponsored by the Arizona Business & Education Coalition on the topic of how business and industry can be involved in education and provided a brief overview from that meeting.

Current event summary concluded.

Malena Bazarro, Grants Manager, requested approval to enter into a contract with Arizona State Forestry and accept terms of Wildland Hazardous Fuels Reduction Grant 2012 in the amount not to exceed \$200,000. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Wengert stated that these are competitive grants and Malena did a good job in writing this grant and were awarded it based on her submittal so he wanted to compliment her on the grant. Ms. Bazarro stated that this grant will provide for defensible space on private property that border National Forest Land so in the event of a wildfire there is a space that is mitigated against wildfires approaching the property and is specific to the communities of Alpine and Nutrioso in an amount of 170 acres. Mr. Weller stated that this is funding for the private sector who have property with forest impingement on them and pays 90% of what it cost to clear the trees to a point that is fire safe with a match cost of 10% by the property owner. Mr. Weller thanked Ms. Bazarro for the good work done in obtaining the grant. Motion passed.

Malena Bazarro, Grants Manager, requested approval of Community Development Block Grant (CDBG) contract funding in the amount of \$163,000 to improve accessibility at the Apache County Fairgrounds. Improvements will include a new ADA restroom facility, concrete and asphalt around the fairgrounds exhibits buildings, and permanent handicapped parking. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Wengert stated that this is a grant that comes around every four years and it is the County's turn so this is a good thing and the County work crews will do the work. Ms. Bazarro stated that there is compensation for the work crew as well. Mr. Weller stated that these will be nice facilities for \$163,000 and ADA requirements are very containing and that drives up the cost. Mr. Weller stated that he wanted to meet with the County Attorney after the meeting for a legal opinion related to the grant. Motion passed.

Mr. Weller presented the Consent Agenda and requested that Item I be pulled off for discussion. Mr. Wengert also requested that Item D be removed from the Consent Agenda for no action. **Mr. Shirley moved to approve the Consent Agenda with the exception of Item D and Item I, seconded by Mr. Weller.** County Manager/Clerk of the Board: A. Request approval of

minutes dated January 15, 2013. B. Request approval of demands dated January 15, 2013 to February 5, 2013. ADMINISTRATIVE ENTERPRISES INC 1,304.20 APACHE COUNTY MEDICAL 142,542.00 APACHE COUNTY TAX WITHHOLDING 135,062.06 AZ STATE RETIREMENT SYSTEM 77,694.29 COLONIAL LIFE AND ACCIDENT INS 1,223.69 CORRECTIONS OFFICER RET PLAN 7,692.22 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,979.98 MUTUAL OF OMAHA 1,102.80 NATIONWIDE 1,585.84 PUBLIC SAFETY PERSONNEL 401 11,467.56 PUBLIC SAFETY SHERIFF RET 24,656.14 SECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,533.93 AZ DEPT OF HEALTH SERVICES 1,292.47 AZ DEPT OF REVENUE 1,040.22 BANK OF THE WEST 2,710.71 BARNES, PARTICIA M 2,060.00 BRADCO 25,641.23 COUNTRY INN AND SUITES 1,580.32 DIAMOND DRUGS INC 2,820.94 FERRELL GAS 1,221.03 FRONTIER 6,638.02 GRAVES PROPANE CO INC 7,869.94 HAMBLIN, BRYCE MARK 1,523.50 HIGH 5 DESIGN 1,348.40 INGRAM LIBRARY SERVICES 1,807.46 KATHLEEN M MCGUIRE PSY D LLC 1,827.50 LAW OFFICE OF MARSHA GREGORY 6,666.50 LEXIS-NEXIS 1,079.09 MCCALL, LISA RENAE 1,100.00 MERCK SHARP & DOHME CORP 1,110.82 NAVOPACHE ELECTRIC COOPERATIVE 24,699.16 NEW WORLD SYSTEMS CORPORATION 65,719.72 NOVARTIS VACCINES AND DIAGNOSTICS INC 1,560.28 OSAM DOCUMENT SOLUTIONS INC 7,843.37 PTS OF AMERICA LLC 1,603.80 QUILL CORP 3,360.79 ROGERS, STEPHEN K 1,198.00 SCHINDLER ELEVATOR CORPORATION 1,942.00 SOURCE CORP 16,840.97 ST JOHNS CITY 1,291.82 SUMMIT HEALTHCARE ASSOCIATION INC 1,666.87 TAPAHE INVENTIVE DESIGN LLC 1,990.00 TJP COMMUNICATIONS 4,273.29 UNIVERSAL FLEET CARD 1,228.20 VANDEMARK, RACHEL 3,067.50 VERITAS RESEARCH CONSULTING 1,040.00 WILLIAMS LAW GROUP PLLC 6,650.00 SANOFI PASTEUR INC 1,840.12 AZ COUNTIES WORKERS COMPENSATION PLAN 64,295.46 MERICAN PROBATION & PAROLE ASSOCIATION 2,004.00 APACHE COUNTY 1,321.70 APACHE COUNTY PROBATION DEPARTMENT 5,000.00 AZLGEBT 275,890.72 BLUE HILLS ENVIRONMENTAL 1,857.82 BRADCO 96,447.53 BROWN, DEVIN R 1,506.85 CDW GOVERNMENT LLC 1,504.13 CREATIVE MULTIMEDIA INC (CMI) 15,805.00 DELL COMPUTER CORPORATION 4,475.60 EMPIRE MACHINERY 8,864.21 FRONTIER 7,661.41 GEXPRO 1,633.97 GRAHAM COUNTY 1,000.00 GRAVES PROPANE CO INC 5,423.61 HARRINGTON HOMES 7,362.64 INGRAM LIBRARY SERVICES 4,919.50 LOWES #242,052.77 NAVAJO COUNTY 73,927.00 NAVAJO TRIBAL UTILITY AUTHORITY 2,516.85 NAVAJO TRIBAL UTILITY AUTHORITY 4,217.62 NAVOPACHE ELECTRIC COOPERATIVE 5,168.04 NORCHEM DRUG TESTING LABORATORY 1,185.05 PATTERSON, DANA BRYCE 6,650.00 PIMA COUNTY MEDICAL 4,400.00 RDO EQUIPMENT CO 1,419.27 ROUND VALLEY UNIFIED SCHOOLS 5,285.00 SATCOM GLOBAL INC 1,819.65 SIERRA PROPANE 1,385.09 ST JOHNS UNIFIED SCHOOL DIST 1,476.30 TOWN SQUARE PLAZA LLC 1,200.00 VERIZON WIRELESS 1,693.45 ADHS AZ HEALTH CARE COST 22,400.00 EASTERN ARIZONA COUNTIES ORGANIZATION EAC 15,000.00 APACHE COUNTY TAX WITHHOLDING 137,891.64 AZ STATE RETIREMENT SYSTEM 78,008.85 CORRECTIONS OFFICER RET PLAN 7,806.42 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,247.94 PUBLIC SAFETY PERSONNEL 401 10,673.25 PUBLIC SAFETY SHERIFF RET 23,147.65 APACHE COUNTY TAX WITHHOLDING 138,291.65 PUBLIC SAFETY SHERIFF RET 23,720.94 A & E REPROGRAPHICS

1,080.00 AMAZON COM INC 2,688.34 ARCADIS US INC 11,825.66 ARIZONA
 YOUTH PARTNERSHIP 6,250.00 AVAYA COMMUNICATIONS 1,381.19 AZ
 SUPREME COURT 18,149.99 BANK OF THE WEST 1,151.70 BANK OF THE WEST
 1,223.01 BOB BARKER COMPANY INC 1,637.54 BUTLER'S OFFICE EQUIPMENT &
 SUPPLY INC 1,458.26 CDW GOVERNMENT LLC 2,846.81 CELLEBRITE USA INC
 9,584.00 COMMUNITY COUNSELING CENTERS INC 1,600.00 EMTAP ENTERPRISES
 1,925.70 FRONTIER 1,596.10 GIS INFORMATION SYSTEMS IN 6,397.93 GOODYEAR
 AUTO SERVICE 2,790.38 GRAVES PROPANE CO INC 3,125.13 H-11 DIGITAL
 FORENSICS COMPANY LLC 1,836.00 HARVEY, SAVANNAH L 1,139.58 HILLYARD
 INC 3,492.38 IMS ALLIANCE 1,326.60 INGRAM LIBRARY SERVICES 16,602.04
 LAW OFFICE OF TERRI A ROBERTS 3,979.00 OFFICE DEPOT 1,357.49 VERDRIVE
 INC 1,320.77 PTS OF AMERICA LLC 1,131.90 QUILL CORP 6,951.50 RESERVE
 ACCOUNT 8,000.00 SANOFI PASTEUR INC 1,003.94 SECURUS TECHNOLOGIES
 INC 1,619.00 STANLEY SECURITY SOLUTIONS INC 1,042.38 STAPLES CREDIT PLAN
 1,048.23 TASER INTERNATIONAL INC 11,615.44 VERIZON WIRELESS 1,664.93
 WELLS FARGO BANK 3,796.44 WESTERN DRUG COMPANY 1,856.13 WHITE
 MOUNTAIN REGIONAL MEDICAL CENTER 1,364.38 YAZZIE, ROLINDA 1,214.44
 YOUNG, JOSEPH 6,920.00 YOUNGS FUTURE TIRE 3,168.44 VERITAS RESEARCH
 CONSULTING 1,302.73

Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. C. District I: Request approval to ratify the storm assistance to the senior Citizen's centers in District I at a not to exceed cost of \$5,000. **Personnel Items:** ~~D. Human Resources: Request authorization to hire a temporary, full time Clerk at \$8.20 per hour through June 30, 2013.~~ E. Recorder's Office: Request authorization to hire a part time temporary Administrative Assistant I utilizing the Recorder's Surcharge, at \$10.50 per hour, not to exceed 120 days. F. Recorder's Office: Request authorization to hire a temporary Administrative Assistant II at \$11.58 per hour, not to exceed 120 days. G. District II: Request authorization to hire a temporary Administrative Coordinator at \$15.58 per hour and hire a temporary Administrative Assistant I at \$10.50 per hour, not to exceed 60 days. Also request authorization to extend the temporary employment of Wilbur Smith for an additional 90 days. H. Probation Services: Request authorization to remove Claire Hayes from probationary status effective November 14, 2012 with the 2.5% end of probation increase and Pamela Tenny from probationary status effective January 2, 2013 with the 2.5% end of probation increase. Item I was removed for discussion.

Milton Ollerton, Community Development Director, requested approval of Consent Item I for a Conditional Use Permit for Sharon Hudson to place a 2nd residence on Red Sky Ranch, Phase II, Lot #89. The property is located north of St. Johns, Arizona and the Planning and Zoning Commission recommended approval by a 4-1 vote. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller stated that it was previously brought to the attention of the Board that there was concern about the legal positing of the Planning and Zoning's discussion of this and he received a memorandum which he presently considers a legal opinion from the County Attorney's Office about this issue and the explanation makes sense to him and the County Attorney staff takes the position that this notice was legally sufficient and met the requirement by statutes that they could carry on with the process. George Walsh, a resident of Vernon, voiced his concerns with the notices the county is publishing and read from the memorandum that was given to Planning and Zoning Commission and stated that the

memorandum is not a legal opinion and does not meet the requirements of any legal opinion he has seen in the State of Arizona and he has read every legal opinion from the inception of the office and it cites no statutes or case law and he does not believe moving forward based on this document is right or legal. Mr. Shirley asked if there was a law or policy that says a legal opinion has to take on a certain form; that if he received a letter from the County Attorney he considers that a legal opinion and the Courts are the ones that determine what a legal opinion is. Mr. Weller stated that he presently concurs with Supervisor Shirley and he will continue to review the issue with the County Attorney's Office. Mr. Weller stated that he considers this a written opinion from County Attorney Staff and it is a document that they can take to court with any challenge that might come about. **Mr. Weller amended his motion to approve the conditional use permit with the understanding that the approval is not for the Health Department's septic system, only that the property owner can move forward with the second residence and long as they meet all public health issues and building permits. The amended motion was seconded by Mr. Shirley.** Motion passed.

Ferrin Crosby, County Engineer requested approval of a Contract Addendum and Change Order with Creative Multimedia Inc. for the parcel map project, in an amount not to exceed \$48,140 for this fiscal year for software tools for support of such things as parcel maps, signs and rural addressing applications, updating County transportation layers, documenting all the policies and procedures recommended for future updates and consultation and copulation of existing data sets and the development of a plan of work and onsite training. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Wengert stated that once this project is complete and they go book by book through the parcels it will be completely modernized and computerized and the public will then have access to it. Mr. Weller stated that this project is good for the County and this one, as well as other departments are working hard to make information available to the public. Mr. Weller stated that this is not a wealthy County and the departments are struggling to serve the County residents and to work so that the accuracy is there and these are really good projects but they are expensive and long going because of the limited budget. A discussion was held regarding the project's future costs. Motion passed.

Mr. Wengert, on behalf of the Human Resources Department requested approval of the appointment of Apache County Treasurer Marleita Begay to serve in the position of Chairman of the Public Safety and Corrections Officer Retirement Programs. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller thanked Ms. Begay for her willingness to serve. Motion passed.

Mr. Wengert presented the item for a possible executive session for personnel matters related to job duties and performance, pursuant to A.R.S. 38-431.03(A)(1) request approval to ratify the job description and salary for the recently hired District I Manager, Patrick Sandoval. **Mr. Shirley moved approval, seconded by Mr. Weller. Motion passed.**

Executive session was held at 9:19 a.m.

Vice Chairman Weller called the Board of Supervisors meeting back to order at 9:44 a.m.

Mr. Shirley made the motion to ratify the job description and salary for the recently hired District I Manager, Patrick Sandoval, seconded by Mr. Weller. Motion passed.

Mr. Weller stated that the item for possible executive session and possible approval of the continuation of the Economic Development of Apache County (EDAC) Housing Grant be removed from the agenda. Vice Chairman Weller removed the item. No action was taken.

Mr. Weller presented notification of a meeting regarding predatory animal issues to be held at the Alpine Community Center, 42627 U.S. Highway 180 in Alpine, Arizona at 6:00 p.m. on February 15, 2013. Mr. Weller stated that this is due to the recent announcement of a release of Mexican Wolf #M1133 into the general vicinity and then two weeks later, the capture of that predator near community housing is one of the concerning issues that will be discussed but the meeting will be focused on any predatory species. Mr. Weller stated that he expects this to be extremely informative with presentations and public input by residents who may or may not have been affected by this issue.

Mr. Shirley moved to adjourn, seconded by Mr. Weller. Motion passed.

Approved this 19th day of February, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____

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

APPROVAL OF DEMANDS

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account	Check Date	Starting Check Number		
1400 Finance		Wells Fargo	01/31/2013	1004835		
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	2467 - A & E REPROGRAPHICS	92112	COMMUNITY DEVELOPEMENT	12/12/2012	01/31/2013	1,080.00
	2737 - ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS	RENEWAL2013CH	ASSESSOR	01/28/2013	01/30/2013	20.00
	2737 - ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS	RENEWAL2013RD	ASSESSOR	01/28/2013	01/30/2013	20.00
	1701 - ALLEGRA	306749	COMMUNITY DEVELOPEMENT	01/16/2013	01/31/2013	251.49
	1701 - ALLEGRA	306916	SHERIFF	01/23/2013	01/31/2013	320.86
	1172 - ALLREDS WESTERN WEAR	2456	ACSO	01/16/2013	01/31/2013	69.23
	1436 - ALPINE PROPANE	8298	TANK 577868	01/16/2013	01/31/2013	270.30
	1513 - AMAZON COM INC	105040233580	6045787810194163	12/10/2012	01/31/2013	24.48
	1513 - AMAZON COM INC	105041697020	6045787810194163	12/12/2012	01/31/2013	6.04
	1513 - AMAZON COM INC	109192501283	6045787810194163	12/16/2012	01/31/2013	16.29
	1513 - AMAZON COM INC	109192892387	6045787810194163	12/12/2012	01/31/2013	14.86
	1513 - AMAZON COM INC	109195044354	6045787810194163	12/19/2012	01/31/2013	29.92
	1513 - AMAZON COM INC	109196904655	6045787810194163	12/15/2012	01/31/2013	182.19
	1513 - AMAZON COM INC	109198249660	6045787810194163	12/11/2012	01/31/2013	15.49
	1513 - AMAZON COM INC	109198373112	6045787810194163	12/18/2012	01/31/2013	25.95
	1513 - AMAZON COM INC	109199127758	6045787810194163	12/17/2012	01/31/2013	16.99
	1513 - AMAZON COM INC	109199645112	6045787810194163	12/26/2012	01/31/2013	11.69
	1513 - AMAZON COM INC	11270325037	6045787810194163	12/20/2012	01/31/2013	77.82
	1513 - AMAZON COM INC	11273971769	6045787810194163	12/11/2012	01/31/2013	273.49
	1513 - AMAZON COM INC	11274334726	6045787810194163	12/22/2012	01/31/2013	(2.33)
	1513 - AMAZON COM INC	11275128600	6045787810194163	12/20/2012	01/31/2013	(2.33)
	1513 - AMAZON COM INC	11275352325	6045787810194163	12/21/2012	01/31/2013	(2.33)
	1513 - AMAZON COM INC	11277933247	6045787810194163	12/12/2012	01/31/2013	59.55
	1513 - AMAZON COM INC	117710056542	6045787810194163	12/28/2012	01/31/2013	16.47
	1513 - AMAZON COM INC	117717618870	6045787810194163	12/10/2012	01/31/2013	68.46
	1513 - AMAZON COM INC	121112914965	6045787810194163	12/11/2012	01/31/2013	26.47
	1513 - AMAZON COM INC	121113846736	6045787810194163	12/11/2012	01/31/2013	14.99
	1513 - AMAZON COM INC	121114488946	6045787810194163	12/12/2012	01/31/2013	314.27
	1513 - AMAZON COM INC	121115557724	6045787810194163	12/11/2012	01/31/2013	17.99
	1513 - AMAZON COM INC	124190643234	6045787810194163	12/12/2012	01/31/2013	190.49
	1513 - AMAZON COM INC	1242929254	6045787810194163	12/12/2012	01/31/2013	38.98
	1513 - AMAZON COM INC	1243495476	6045787810194163	12/12/2012	01/31/2013	295.34
	1513 - AMAZON COM INC	1245321822	6045787810194163	12/12/2012	01/31/2013	28.96
	1513 - AMAZON COM INC	1247900369	6045787810194163	12/11/2012	01/31/2013	24.07
	1513 - AMAZON COM INC	131176973774	6045787810194163	12/11/2012	01/31/2013	16.99

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1513 - AMAZON COM INC	131177942165	6045787810194163	12/11/2012 01/31/2013 12.96
1513 - AMAZON COM INC	148330282572	6045787810194163	12/21/2012 01/31/2013 31.98
1513 - AMAZON COM INC	148330936800	6045787810194163	01/03/2013 01/31/2013 16.99
1513 - AMAZON COM INC	148335437903	6045787810194163	12/21/2012 01/31/2013 227.79
1513 - AMAZON COM INC	151778173233	6045787810194163	12/11/2012 01/31/2013 16.88
1513 - AMAZON COM INC	216323131162	6045787810194163	12/12/2012 01/31/2013 17.98
1513 - AMAZON COM INC	227243877790	6045787810194163	01/09/2013 01/31/2013 9.54
1513 - AMAZON COM INC	278802185806	6045787810194163	12/14/2012 01/31/2013 40.00
1513 - AMAZON COM INC	287519556987	6045787810194163	12/12/2012 01/31/2013 27.92
1513 - AMAZON COM INC	33675897134	6045787810194163	12/13/2012 01/31/2013 (2.34)
1513 - AMAZON COM INC	33679007691	6045787810194163	12/12/2012 01/31/2013 12.73
1513 - AMAZON COM INC	79288258414	6045787810194163	01/08/2013 01/31/2013 13.98
1513 - AMAZON COM INC	90874583191	6045787810194163	01/03/2013 01/31/2013 105.24
1513 - AMAZON COM INC	90877419565	6045787810194163	01/06/2013 01/31/2013 17.00
1513 - AMAZON COM INC	94572451046	6045787810194163	12/10/2012 01/31/2013 21.49
1513 - AMAZON COM INC	94574517372	6045787810194163	12/13/2012 01/31/2013 14.49
1513 - AMAZON COM INC	94577493217	6045787810194163	12/11/2012 01/31/2013 91.81
1513 - AMAZON COM INC	94579699755	6045787810194163	12/13/2012 01/31/2013 106.42
1513 - AMAZON COM INC	95659879493	6045787810194163	01/08/2013 01/31/2013 37.20
1513 - AMAZON COM INC	99094165491	6045787810194163	12/12/2012 01/31/2013 42.88
1513 - AMAZON COM INC	99099426099	6045787810194163	12/10/2012 01/31/2013 24.15
1802 - AMIGO CHEVROLET	CTCS469423	ACCT45512	01/15/2013 01/31/2013 152.73
1057 - ANTONINI DAVID	HOURSDEC12	RV JUSTICE COURT	12/31/2012 01/31/2013 524.28
1057 - ANTONINI DAVID	TRAVELDEC12	RV JUSTICE COURT	12/31/2012 01/31/2013 196.00
1978 - APACHE COUNTY	6478	REIMBURSE PETTY CASH	01/18/2013 01/31/2013 36.40
1978 - APACHE COUNTY	SJPLJAN13	POSTAGE	01/22/2013 01/31/2013 101.26
2381 - ARCADIS US INC	497207	Construction management for tsaille trail	01/16/2013 01/31/2013 11,825.66
2701 - ARIZONA YOUTH PARTNERSHIP	807DEC12	PROBATION	12/31/2012 01/31/2013 6,250.00
1622 - ARVISO KIRK	11513R	BOS MEETING RURAL TRANSPORTATION SUMMIT	01/23/2013 01/29/2013 11.00
1622 - ARVISO KIRK	121212R	SMALL COUNTIES AND CSA MEETING	01/23/2013 01/29/2013 32.00
1452 - ASPEN TIRE & OIL	4351INV	PROBATION	01/10/2013 01/31/2013 34.94
2740 - ASSOCIATION OF STATE FLOODPLAIN MANAGERS INC	ASFPMBOND	ASFPM MEMBERSHIP RENEWAL	01/22/2013 01/31/2013 110.00
1066 - AVAYA COMMUNICATIONS	2732342703	ACCT 0100359376	01/10/2013 01/31/2013 1,381.19
1676 - AVILA MATRESE	20613	FORENSIC PATHOLOGY	01/22/2013 01/29/2013 462.60
2008 - AZ BOILER COMPANY INC	1235720IN	A321	01/15/2013 01/31/2013 215.93
1753 - AZ REPUBLIC	1555832FEB13	155832	01/28/2013 01/31/2013 28.00
1753 - AZ REPUBLIC	30092840	3391054-002	01/14/2013 01/31/2013 42.68
1753 - AZ REPUBLIC	DECJAN2013	ACCT 3391054	01/09/2013 01/31/2013 43.24
1086 - AZ SECRETARY OF STATE	1172013	ACAO	01/17/2013 01/31/2013 25.00
1086 - AZ SECRETARY OF STATE	BLEVINS	NOTARY APPLICATION	01/17/2013 01/31/2013 43.00

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1747 - CDW GOVERNMENT LLC	W152809	Quote # DDKR631 iPad	01/08/2013	01/31/2013	673.30
1747 - CDW GOVERNMENT LLC	W226350	Quote # DDKR631 iPad	01/10/2013	01/31/2013	105.69
1747 - CDW GOVERNMENT LLC	W386718	HP LJ CP4525DN Printer	01/14/2013	01/31/2013	1,625.87
1747 - CDW GOVERNMENT LLC	W520202	CUST#0413491	01/16/2013	01/31/2013	293.02
1747 - CDW GOVERNMENT LLC	W627809	CUST # 0413191	01/18/2013	01/31/2013	148.93
2659 - CELLEBRITE USA INC	120655	UFED Touch Ultimate (Logical & Physical Mobile Forensic Solution	01/09/2013	01/31/2013	9,584.00
1716 - CHEVRON USA INC	ENGJAN13	ENGINEERING DEPT	01/22/2013	01/31/2013	497.19
1300 - CIRIVELLO MICHAEL V	21113A	EXPLOSIVES & RECOGNITION FOR SW BORDER	01/28/2013	01/29/2013	44.00
1188 - CMS COMMUNICATIONS INC	1300829IN	ACCT 01-APAAZOO	01/11/2013	01/31/2013	230.82
2186 - COMMUNITY COUNSELING CENTERS INC	ACSO07081312	HEALTH DEPT	01/01/2013	01/31/2013	1,600.00
1891 - COMPLETE ELECTRICAL SERVICES & SUPPLIES	3483	LIBRARY MATERIAL	12/29/2012	01/31/2013	357.10
1194 - CONTEMPORARY BUSINESS CONCEPTS	700974	CUST ID COUNTY	01/15/2013	01/31/2013	87.27
1194 - CONTEMPORARY BUSINESS CONCEPTS	700976	ASSESSOR	01/15/2013	01/31/2013	89.24
1194 - CONTEMPORARY BUSINESS CONCEPTS	700977	COUNTY	01/15/2013	01/31/2013	427.93
1008 - CRISS CANDELARIA LAW OFFICE	2790	SUPERIOR COURT	01/09/2013	01/31/2013	27.50
1008 - CRISS CANDELARIA LAW OFFICE	2791	SUPERIOR COURT	01/09/2013	01/31/2013	16.50
1008 - CRISS CANDELARIA LAW OFFICE	2793	SUPERIOR COURT	01/09/2013	01/31/2013	44.00
1008 - CRISS CANDELARIA LAW OFFICE	2794	SUPERIOR COURT	01/09/2013	01/31/2013	16.50
1008 - CRISS CANDELARIA LAW OFFICE	2795	SUPERIOR COURT	01/09/2013	01/31/2013	5.50
1008 - CRISS CANDELARIA LAW OFFICE	2796	SUPERIOR COURT	01/09/2013	01/31/2013	27.50
1008 - CRISS CANDELARIA LAW OFFICE	2797	SUPERIOR COURT	01/09/2013	01/31/2013	71.50
1774 - CROSS EXTERMINATING	78849	ACCT 928-337-4200	01/11/2013	01/31/2013	60.00
1125 - DELL COMPUTER CORPORATION	XK2KMJ3N2	IT	01/11/2013	01/31/2013	252.33
2671 - DOUGLAS LETICIA A	12213AM	INTERPRETER SUPERIOR COURT	01/22/2013	01/31/2013	40.00
2671 - DOUGLAS LETICIA A	12213PM	INTERPRETER SUPERIOR COURT	01/22/2013	01/31/2013	40.00
1258 - DUCKWALL ALCO STORES INC	40500996	ACL D	01/24/2013	01/31/2013	14.53
1347 - EAGAR BRANNON	205399	SHERIFF	01/12/2013	01/29/2013	51.39
1347 - EAGAR BRANNON	21213A	AESA2013 CONFERENCE	01/24/2013	01/29/2013	131.45
1815 - EMTAP ENTERPRISES	EDT038	January Blanket - Office supplies	01/03/2013	01/31/2013	582.75
1815 - EMTAP ENTERPRISES	EDT042	January Blanket - Office supplies	01/08/2013	01/31/2013	932.40
1815 - EMTAP ENTERPRISES	EDT046	January Blanket - Office supplies	01/16/2013	01/31/2013	86.10
1815 - EMTAP ENTERPRISES	EDT047	January Blanket - Office supplies	01/17/2013	01/31/2013	324.45
1135 - FRONTIER	3333178JAN13	928-333-3178-040397-8	01/07/2013	01/31/2013	54.95
1135 - FRONTIER	3334821JAN13	928-333-4821-092078-8	01/07/2013	01/31/2013	226.26
1135 - FRONTIER	3334828JAN13	928-333-4828-042386-8	01/07/2013	01/31/2013	63.13
1135 - FRONTIER	3898247	SHERIFF OFFICE	01/20/2013	01/31/2013	512.87
1135 - FRONTIER	6745922JAN13	928-674-59-22-100493-8	01/13/2013	01/31/2013	308.88

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1135 - FRONTIER	7552895JAN13	928-755-2895-010813-8	01/13/2013	01/31/2013	430.01
1511 - FULTON LENORA Y	20413A	INDIAN TATIONS AND TRIBAL LEG DAY	01/28/2013	01/29/2013	251.18
1771 - GALE GROUP	98353899	ACCT 244048	01/16/2013	01/31/2013	36.00
1714 - GALL'S INC	319533	ACCT 3737404	01/10/2013	01/31/2013	708.99
1714 - GALL'S INC	BC0008295	ACCT 3656981	01/10/2013	01/31/2013	26.98
1166 - GEXPRO	514198902	SHERIFF OFFICE	01/11/2013	01/31/2013	235.83
1166 - GEXPRO	514198904	SHERIFF OFFICE	01/11/2013	01/31/2013	117.92
1673 - GIS INFORMATION SYSTEMS INC	1316387	Automated integrated library system	01/16/2013	01/31/2013	6,397.93
1711 - GLAXO SMITHKLINE PHARMACY	30928813	Vaccine	01/14/2013	01/31/2013	860.00
1029 - GOODYEAR AUTO SERVICE	168878	Tires for District II Fleet	01/16/2013	01/31/2013	2,790.38
1199 - GRAVES PROPANE CO INC	516173	9001800-12	07/27/2012	01/31/2013	112.41
1199 - GRAVES PROPANE CO INC	630829	90018000-21	01/07/2013	01/31/2013	532.25
1199 - GRAVES PROPANE CO INC	630941	9001800-12	01/15/2013	01/31/2013	1,160.46
1199 - GRAVES PROPANE CO INC	630944	9001800-15	01/15/2013	01/31/2013	1,018.17
1199 - GRAVES PROPANE CO INC	630947	9001800-2	01/15/2013	01/31/2013	301.84
1626 - GUINN RICHARD C	11413R	DHS GRANT ROLLOUT AND AESA BOARD MEETING	01/22/2013	01/29/2013	108.00
1626 - GUINN RICHARD C	21113A	ADEM/AESA MTG	01/22/2013	01/29/2013	228.00
2730 - H-11 DIGITAL FORENSICS COMPANY LLC	H11001749	CellBrite UFED Ultimate Certification Course	01/24/2013	01/31/2013	1,836.00
2472 - HALWOOD LORENA T	10313R	VICTIM'S COMP BOARD MTG	01/17/2013	01/31/2013	150.96
1473 - HAMBLIN MD PC SCOTT	SIMVA000	CDL PHYSICAL	01/10/2013	01/31/2013	100.00
1913 - HARP RAMONA K	11613R	MANAGER'S MONTHY MEETING	01/28/2013	01/29/2013	34.42
2415 - HARVEY SAVANNAH L	21113A	AZTEC TRAINING	01/24/2013	01/29/2013	1,139.58
1170 - HATCH MOTOR COMPANY INC	TOCS31423	ACCT 6531	01/03/2013	01/31/2013	248.85
1618 - HERRERA ROSCOE GEORGE	21013A	POWERPOINTFOR PUBLIC SAFETY	01/22/2013	01/29/2013	178.00
1192 - HILLYARD INC	600540278	CUST# 216811	01/15/2013	01/31/2013	198.80
1192 - HILLYARD INC	600540279	REFERENCE PO #876 CLOSED	01/15/2013	01/31/2013	2.00
1192 - HILLYARD INC	600540280	CUST# 216079	01/15/2013	01/31/2013	57.82
1192 - HILLYARD INC	600540285	CUST 216515	01/15/2013	01/31/2013	328.59
1192 - HILLYARD INC	600540298	Cleaning Supplies	01/15/2013	01/31/2013	2,905.17
2706 - IMS ALLIANCE	93113	safety supplies	01/07/2013	01/31/2013	1,326.60
1882 - INGRAM LIBRARY SERVICES	8865799	2007953	01/11/2013	01/31/2013	(37.49)
1882 - INGRAM LIBRARY SERVICES	9013149	2007953	01/16/2013	01/31/2013	12.29
1882 - INGRAM LIBRARY SERVICES	9013150	2007953	01/16/2013	01/31/2013	28.97
1882 - INGRAM LIBRARY SERVICES	9013151	2007953	01/16/2013	01/31/2013	39.12
1882 - INGRAM LIBRARY SERVICES	9013152	2007953	01/16/2013	01/31/2013	39.12
1882 - INGRAM LIBRARY SERVICES	9013153	2007953	01/16/2013	01/31/2013	36.26
1882 - INGRAM LIBRARY SERVICES	9035803	2007953	01/17/2013	01/31/2013	55.75
1882 - INGRAM LIBRARY SERVICES	9039812	ACCT 20C4216	01/17/2013	01/31/2013	9.41
1882 - INGRAM LIBRARY SERVICES	9039813	ACCT 20C4216	01/17/2013	01/31/2013	51.97
1882 - INGRAM LIBRARY SERVICES	9039814	ACCT 20C4216	01/17/2013	01/31/2013	16,016.00

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1882 - INGRAM LIBRARY SERVICES	9039815	ACCT 20C4216	01/17/2013	01/31/2013	35.12
1882 - INGRAM LIBRARY SERVICES	9039816	ACCT 20C4216	01/17/2013	01/31/2013	116.45
1882 - INGRAM LIBRARY SERVICES	9039817	ACCT 20C4216	01/17/2013	01/31/2013	95.09
1882 - INGRAM LIBRARY SERVICES	9039818	ACCT 20C4216	01/17/2013	01/31/2013	15.29
1882 - INGRAM LIBRARY SERVICES	9039819	ACCT 20C4216	01/17/2013	01/31/2013	88.69
1751 - INTERNATIONAL CODE COUNCIL (ICC)	INVO239878	CUST ID0027220	01/16/2013	01/31/2013	411.02
1634 - JARAMILLO LORI	120512R	AZ JUVENILE DETENTION ADMIN ASSC MTG	01/25/2013	01/29/2013	12.60
1941 - KIRK TOMMY	11113R	MONUMENT VALLEY BALLON EVENT	01/24/2013	01/29/2013	127.67
2355 - KULBACKI SUSAN	11513R	SCHEDULED SHIFTS	01/25/2013	01/29/2013	89.92
2682 - LAW OFFICE OF TERRI A ROBERTS	101012	LEGAL SVCS	10/12/2012	01/30/2013	3,979.00
1723 - LESUEUR ADVANCE AUTOMOTIVE LLC	8274	ACSO	01/15/2013	01/31/2013	381.16
1591 - LOWE'S COMPANIES INC	14621	new bldg for Health Dept	01/16/2013	01/30/2013	19.62
1884 - LOZOYA S TOMASA	11513	REIMBURSEMENT	01/15/2013	01/29/2013	53.25
1149 - MATRIX	608077029	ACCT 5203152940-0000	01/17/2013	01/30/2013	136.96
2739 - MERRILL LAREE O	10913R	TRAVEL - ST JOHNS	01/18/2013	01/30/2013	33.30
1481 - MOTER CHARLES B	20613A	TRAVEL - YUMA	01/28/2013	01/29/2013	268.78
1481 - MOTER CHARLES B	21213A	TRAVEL - PHX	01/28/2013	01/29/2013	135.00
1481 - MOTER CHARLES B	ADVANCEJAN13	ADVANCE - PROBATION	02/21/2013	01/29/2013	360.00
1151 - NACO	CBERRY2013	ADVANCE REG FEE	01/23/2012	01/30/2013	540.00
1151 - NACO	WTHOMAS2013	GUEST REG FEE	01/23/2013	01/30/2013	170.00
1780 - NAPA	888326	acct 1050	01/09/2013	01/30/2013	34.05
2736 - NATIONAL CONSTABLES AND MARSHALS ASSOC	ACLYDE2013	NCMA MEMBERSHIP	01/17/2013	01/30/2013	60.00
2736 - NATIONAL CONSTABLES AND MARSHALS ASSOC	ACLYDECON2013	CONFERENCE REGISTRATION	01/17/2013	01/30/2013	195.00
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079055JAN13	ACCT 60079055	01/22/2013	01/30/2013	75.50
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079783JAN13	ACCT 60079783	01/22/2013	01/30/2013	26.94
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60275420JAN13	ACCT 60275420	01/22/2013	01/30/2013	179.34
2367 - NEDROW MARY	10313	REIMBURSEMENT - VICTIMS COMP MEETING	01/17/2013	01/29/2013	31.08
1402 - NORCHEM DRUG TESTING LABORATORY	201212311043	ACCT 1043	01/02/2013	01/30/2013	188.60
1629 - OFFICE DEPOT	638857227001	ACCT 89515665	01/04/2013	01/30/2013	207.66
1629 - OFFICE DEPOT	638857258001	ACCT 89515665	01/03/2013	01/30/2013	115.93
1629 - OFFICE DEPOT	639064534001	ACCT 89515665	01/04/2013	01/30/2013	74.32
1629 - OFFICE DEPOT	639064693001	ACCT 89515665	01/04/2013	01/30/2013	79.36
1629 - OFFICE DEPOT	639365121001	ACCT 89515665	01/09/2013	01/30/2013	50.16

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1629 - OFFICE DEPOT	639365155001	ACCT 89515665	01/09/2013	01/30/2013	56.18
1629 - OFFICE DEPOT	639768404001	ACCT 89515665	01/04/2013	01/30/2013	389.50
1629 - OFFICE DEPOT	639777573001	ACCT 89515665	01/04/2013	01/30/2013	38.32
1629 - OFFICE DEPOT	640236204001	ACCT 89515665	01/14/2013	01/30/2013	37.40
1629 - OFFICE DEPOT	640236347001	ACCT 89515665	01/11/2013	01/30/2013	21.85
1629 - OFFICE DEPOT	640972695001	ACCT 89515665	01/16/2013	01/30/2013	58.80
1629 - OFFICE DEPOT	640975312001	ACCT 89515665	01/16/2013	01/30/2013	166.70
1629 - OFFICE DEPOT	641096127001	ACCT 89515665	01/16/2013	01/30/2013	61.31
1256 - ORIENTAL TRADING COMPANY	65529819001	acct 42212544	01/10/2013	01/30/2013	69.49
1740 - OVERDRIVE INC	110445500	acct 2763-0001	01/11/2013	01/30/2013	300.68
1740 - OVERDRIVE INC	143022263	ACCT 2763-0001	01/11/2013	01/30/2013	1,020.09
1282 - PADILLA DEBBIE L	20413A	TRAVEL - TSE BONITO NM	01/28/2013	01/29/2013	490.04
1128 - PARKS BEVERLY	21213A	AESA2013 CONFERENCE	01/24/2013	01/29/2013	131.45
1778 - PATTERSON RYAN N	PATTERSONGROAZ20	REGISTRATION FEES	02/20/2013	01/30/2013	165.00
1765 - PERFECT PRINTZ LLC	16371	CO MANAGERS OFFICE	01/23/2013	01/30/2013	84.30
1433 - PIGG SANDRA	21113A	TRAVEL - PHX	12/31/2012	01/29/2013	280.26
1822 - PIMA UNIFORMS	1089INV000108	ACCT 400AS003	12/07/2012	01/30/2013	297.42
1822 - PIMA UNIFORMS	1089INV001398	ACCT 400AS003	01/17/2013	01/30/2013	158.05
1201 - PLATT DDS RANDOLPH	10913	PROF SVCS	01/09/2013	01/30/2013	206.00
2735 - POLARIS USERS GROUP INC	M2013198	2013 MEMBERSHIP DUES	01/22/2013	01/30/2013	100.00
2717 - POLICE TECHNICAL INC	8246	R HERRERA	01/15/2013	01/30/2013	350.00
1600 - PTS OF AMERICA LLC	69226	Inmate Transport	01/22/2013	01/30/2013	1,131.90
1953 - PUBLIC AGENCY TRAINING COUNCIL INC	161360	SEMINAR-AVILA2013	01/22/2013	01/30/2013	295.00
1886 - QUALITY CARQUEST	4803246203	ACCR 323	01/09/2013	01/30/2013	12.20
1886 - QUALITY CARQUEST	4803246783	ACCT 323	01/14/2013	01/30/2013	16.11
1886 - QUALITY CARQUEST	4803246784	ACCT 323	01/14/2013	01/30/2013	145.72
1886 - QUALITY CARQUEST	4803246785	ACCT 323	01/14/2013	01/30/2013	110.16
1886 - QUALITY CARQUEST	4803246927	acct 323	01/15/2013	01/30/2013	198.07
1745 - QUILL CORP	5076445	ACCT C6396809	08/14/2012	01/30/2013	263.22
1745 - QUILL CORP	5115772	ACCT C6396809	08/16/2012	01/30/2013	17.34
1745 - QUILL CORP	8265352	ACCT C6396809	01/02/2013	01/30/2013	12.07
1745 - QUILL CORP	8387542	ACCT C5323781	01/07/2013	01/30/2013	64.96
1745 - QUILL CORP	8396277	ACCT C6432327	01/07/2013	01/30/2013	79.19
1745 - QUILL CORP	8396562	acct c6330964	01/07/2013	01/30/2013	234.11
1745 - QUILL CORP	8442363	ACCT C5333781	01/08/2013	01/30/2013	485.23
1745 - QUILL CORP	8442398	Laser Printer	01/08/2013	01/30/2013	658.79
1745 - QUILL CORP	8442486	Supplies	01/08/2013	01/30/2013	564.42
1745 - QUILL CORP	8442528	ACCT C6330964	01/08/2013	01/30/2013	454.54
1745 - QUILL CORP	8442574	ACCT C6396809	01/08/2013	01/30/2013	71.09
1745 - QUILL CORP	8443051	ACCT C5323781	01/08/2013	01/30/2013	154.25
1745 - QUILL CORP	8443052	ACCT C3642785	01/08/2013	01/30/2013	234.17

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1745 - QUILL CORP	8443186	ACCT C6330964	01/08/2013 01/30/2013 252.53
1745 - QUILL CORP	8486351	Sanitation & Cleaning Supplies	01/09/2013 01/30/2013 475.27
1745 - QUILL CORP	8486690	Supplies	01/09/2013 01/30/2013 73.52
1745 - QUILL CORP	8495260	Sanitation & Cleaning Supplies	01/10/2013 01/30/2013 75.75
1745 - QUILL CORP	8527681	ACCT C6396806	01/10/2013 01/30/2013 39.38
1745 - QUILL CORP	8533713	Sanitation & Cleaning Supplies	01/11/2013 01/30/2013 77.38
1745 - QUILL CORP	8534725	Supplies	01/11/2013 01/30/2013 53.79
1745 - QUILL CORP	8537891	Supplies	01/11/2013 01/30/2013 603.89
1745 - QUILL CORP	8605716	ACCT C6396811	01/14/2013 01/30/2013 230.41
1745 - QUILL CORP	8605795	ACCT C6396798	01/14/2013 01/30/2013 210.80
1745 - QUILL CORP	8606026	ACCT C5224525	01/14/2013 01/30/2013 178.58
1745 - QUILL CORP	8631931	ACCT C6396789	01/15/2013 01/30/2013 21.95
1745 - QUILL CORP	8632124	acct c7174242	01/15/2013 01/30/2013 28.54
1745 - QUILL CORP	8633033	ACCT C6330872	01/15/2013 01/30/2013 56.06
1745 - QUILL CORP	8647868	ACCT C6396789	01/15/2013 01/30/2013 120.85
1745 - QUILL CORP	8647881	ACCT C6330858	01/15/2013 01/30/2013 35.33
1745 - QUILL CORP	8647928	acct c7174242	01/15/2013 01/30/2013 177.78
1745 - QUILL CORP	8648228	ACCT C6330872	01/15/2013 01/30/2013 161.65
1745 - QUILL CORP	8729843	ACCT C6330872	01/17/2013 01/30/2013 375.44
1745 - QUILL CORP	8831798	ACCT C5224525	01/22/2013 01/30/2013 409.22
1562 - RESERVE ACCOUNT	11784394JAN13	ACCT 11784394	01/24/2013 01/30/2013 8,000.00
2635 - REZA PATRICIA	11113R	TRAVEL - TRAINING	01/17/2013 01/29/2013 32.06
1328 - ROBBINS ENTERPRISE	11013	Cleaning Supplies for District One	01/10/2013 01/30/2013 234.06
1928 - SANOFI PASTEUR INC	901109183	Vaccine	01/15/2013 01/30/2013 1,003.94
1860 - SECURUS TECHNOLOGIES INC	IDA00003018	Inmate Phone Calls	01/16/2013 01/30/2013 829.67
1860 - SECURUS TECHNOLOGIES INC	IDA00003089	Phone Calls	01/24/2013 01/30/2013 789.33
2480 - SERVICE SOLUTIONS GROUP LLC	50686840	ORDER # 1536186	01/11/2013 01/30/2013 423.79
1221 - SHARP ELECTRONIC CORP	C107029521	ACCT RV JUSTICE COURT	01/10/2013 01/30/2013 59.81
1548 - SHELL OIL	65176364301	ACCT 065-176-364	01/06/2013 01/30/2013 368.79
1205 - SIERRA PROPANE	20369	CONCHO LIBRARY	01/16/2013 01/30/2013 160.93
1205 - SIERRA PROPANE	20387	CONCHO LIBRARY	01/17/2013 01/30/2013 274.15
1205 - SIERRA PROPANE	290446	HEALTH DEPT	11/29/2012 01/30/2013 250.05
1205 - SIERRA PROPANE	290861	HEALTH DEPT-323 S. MTN AVE	12/20/2012 01/30/2013 278.98
1205 - SIERRA PROPANE	88276	TANK RENTAL - HEALTH CENTER	12/15/2012 01/30/2013 13.21
2719 - SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1991659RI	ACCT 207403	01/15/2013 01/30/2013 50.15
1593 - SMALLEY DEBRA STUART	12313	HEALTH DEPT	01/23/2013 01/30/2013 350.00
1759 - SMITH BETTY	102112	LODGING ADJUSTMENT ON TRAVEL	10/21/2012 01/29/2013 12.00
1519 - SO SILA TIRE CO	37359	RECORDERS OFFICE	01/15/2013 01/30/2013 119.26
2712 - SPRINGER MARY JANE	11713	BAL DUE FOR MILEAGE-JURY DUTY AUG 2012	01/17/2013 01/29/2013 26.70
2712 - SPRINGER MARY JANE	82812A	JURY DUTY-TO REPLACE LOST CK	08/28/2012 01/29/2013 25.35

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1229 - SPRINGVILLE AUTO WRECKERS	6197	RV RD YD 01/05/2013	01/30/2013 20.00
1970 - SPRINGVILLE AUTOMOTIVE SERVICE	8472	HEALTH DEPT 12/19/2012	01/30/2013 413.49
1932 - ST JOHNS UNITED DRUG	16214	ACSO 01/15/2013	01/30/2013 54.94
1743 - STANLEY SECURITY SOLUTIONS INC	902476884	New cores for District II Facilities 01/10/2013	01/30/2013 1,042.38
1901 - STAPLES CREDIT PLAN	29145	Laptop & software 01/04/2013	01/30/2013 702.69
1901 - STAPLES CREDIT PLAN	45321	acct 6035-5178-2065-0645 12/26/2012	01/30/2013 345.54
1585 - TASER INTERNATIONAL INC	SI1308897	SPD OFFICER CAMERAS-Approved by MBW 01/07/2013	01/30/2013 11,615.44
1350 - THOMAS JEREL	51075502	INMATE TRANSPORT 09/20/2012	01/29/2013 30.72
1651 - THOMPSON OCTAVIA	20313A	TRAVEL - GANADO 01/28/2013	01/29/2013 369.03
1215 - TJP COMMUNICATIONS	13014	Professional Services 01/18/2013	01/30/2013 200.00
1215 - TJP COMMUNICATIONS	13017	Professional Services 01/25/2013	01/30/2013 225.00
2457 - TSOSIE CINDY	103012	REIMBURSEMENT-FOOD-STAFF MEETING 10/30/2012	01/29/2013 94.07
2457 - TSOSIE CINDY	10613	REIMBURSEMENT -FOOD STAFF MEETING 01/06/2013	01/29/2013 88.76
2684 - TWIN CITY HARDWARE - TCH SOUTHWEST	560608	ACCT CU106896 01/17/2013	01/30/2013 151.55
1853 - TYCO INTEGRATED SECURITY LLC	88254934	ACCT 01300189059388 01/05/2013	01/30/2013 40.00
1853 - TYCO INTEGRATED SECURITY LLC	88254935	ACCT 01300-189059388 01/05/2013	01/30/2013 44.52
1293 - UDALL NOLAN	669699	ATTORNEYS OFFICE 01/09/2013	01/30/2013 100.00
1535 - UNIVERSITY PHYICIANS INC	4U20532059	TO REPLACE CK# 9068-DATED 1/28/2012 09/14/2011	01/30/2013 34.00
1535 - UNIVERSITY PHYICIANS INC	4U20533326	TO REPLACE CK# 9068-DATED 1/28/2012 09/14/2011	01/30/2013 27.00
1535 - UNIVERSITY PHYICIANS INC	4U20556159	TO REPLACE CK# 9068-DATED 1/28/2012 10/07/2011	01/30/2013 27.00
1535 - UNIVERSITY PHYICIANS INC	4U20619718	TO REPLACE CK# 9068-DATED 1/28/2012 10/31/2011	01/30/2013 34.00
1535 - UNIVERSITY PHYICIANS INC	4U20710201	TO REPLACE CK# 9068-DATED 1/28/2012 10/31/2011	01/30/2013 34.00
1535 - UNIVERSITY PHYICIANS INC	4U20710202	TO REPLACE CK# 9068-DATED 1/28/2012 10/31/2011	01/30/2013 34.00
1781 - VALLEY AUTO PARTS	51163	ACCT 1050 01/03/2013	01/30/2013 41.78
1781 - VALLEY AUTO PARTS	51296	ACCT 1050 01/05/2013	01/30/2013 330.30
1781 - VALLEY AUTO PARTS	51299	ACCT 1050 01/05/2013	01/30/2013 172.86
1781 - VALLEY AUTO PARTS	51300	ACCT 1050 01/05/2013	01/30/2013 172.86
1781 - VALLEY AUTO PARTS	51392	ACCT 1050 01/08/2013	01/30/2013 (1.07)
1781 - VALLEY AUTO PARTS	51643	ACCT 1050 01/14/2013	01/30/2013 8.57
1781 - VALLEY AUTO PARTS	51695	ACCT 1050 01/15/2013	01/30/2013 17.64
1845 - VERIZON WIRELESS	1153212803JAN13	928-245-0172 01/07/2013	01/30/2013 828.58
1845 - VERIZON WIRELESS	1155572789JAN13	928-245-0102 01/15/2013	01/30/2013 836.35
1225 - VERNON DOMESTIC IMPROVEMENT	1991	01/12/2013	01/30/2013 40.26
2619 - WAITE MICHAEL CHAD	21013A	TRAVEL - PRESCOTT 01/02/2013	01/29/2013 533.95
1796 - WASTE MANAGEMENT OF AZ INC	812868805837	ACCT 583-0032444-05583-7 02/01/2013	01/30/2013 26.66
2471 - WELLS FARGO BANK	102153316	ACCT# XXX5784 ACSO 01/08/2013	01/30/2013 38.92

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2471 - WELLS FARGO BANK	89947508DEDMAN	ACCT XXXX-XXXX-XXXX-5784-ACSO	01/07/2013 01/30/2013 1,660.25
2471 - WELLS FARGO BANK	ACSOJAN13	ACCT XXXX-XXXX-XXXX-5784	12/26/2012 01/30/2013 1,422.27
2471 - WELLS FARGO BANK	REG/JAIL	XXX5784 ASCO	01/28/2013 01/30/2013 675.00
1608 - WENGERT DELWIN	20613A	TRAVEL - SEDONA	01/08/2013 01/29/2013 653.60
1608 - WENGERT DELWIN	21113A	TRAVEL - PHX	01/22/2013 01/29/2013 290.26
1176 - WEST PAYMENT CTR	826345401	ACCT 1000314690	01/01/2013 01/30/2013 256.80
1176 - WEST PAYMENT CTR	826353487	ACCT 1000541201	01/01/2013 01/30/2013 673.38
2374 - WESTERN DRUG COMPANY	292263	ACCT 100331	01/17/2013 01/30/2013 1,849.55
2374 - WESTERN DRUG COMPANY	294145	ACCT 100331	01/23/2013 01/30/2013 6.58
1506 - WESTERN STATES SHERIFFS ASSN	DEDMAN31813	REGISTRATION	01/16/2013 01/30/2013 125.00
1506 - WESTERN STATES SHERIFFS ASSN	EAGAR31813	REGISTRATION	01/16/2013 01/30/2013 125.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600453	RV JUSTICE COURT	01/03/2013 01/30/2013 21.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600465	PROBATION	01/08/2013 01/30/2013 14.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600468	PROBATION	01/08/2013 01/30/2013 35.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600473	ELECTIONS	01/08/2013 01/30/2013 7.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600507	PROBATION	01/17/2013 01/30/2013 28.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600528	ACSO	01/22/2013 01/30/2013 70.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600529	PROBATION	01/22/2013 01/30/2013 84.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600530	COMM DEV	01/22/2013 01/30/2013 14.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600531	PROBATION	01/22/2013 01/30/2013 21.00
1413 - WHITE MOUNTAIN RADIOLOGY	1472126	HEALTH DEPT	10/25/2012 01/30/2013 34.53
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	915386	JAIL	12/08/2012 01/30/2013 917.41
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	915386A	JAIL	12/08/2012 01/30/2013 22.98
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	915386B	JAIL	12/08/2012 01/30/2013 155.32
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	915386C	JAIL	12/08/2012 01/30/2013 8.87
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916662	JAIL	01/09/2013 01/30/2013 53.30
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916751	JAIL	01/11/2013 01/30/2013 105.60
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916751A	JAIL	01/11/2013 01/30/2013 100.90

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2330 - WHITE TOM M	112912R	TRAVEL - PHX	01/22/2013	01/29/2013	43.00
2462 - WINR/WOMEN IN NEW RECOVERY	CARRIZALESJAN13	PROBATION	01/15/2013	01/30/2013	640.00
1202 - WOODLAND BUILDING CENTER	A300208090	Repairs and Maintenance	12/11/2012	01/30/2013	12.97
1202 - WOODLAND BUILDING CENTER	A400177227	Repair and Maintenance Supplies	11/28/2012	01/30/2013	24.32
1202 - WOODLAND BUILDING CENTER	A400177712	Supplies	12/17/2012	01/30/2013	66.04
1202 - WOODLAND BUILDING CENTER	A400178134	Repair and Maintenance Supplies	01/10/2013	01/30/2013	16.81
1202 - WOODLAND BUILDING CENTER	A500154778	Repairs and Maintenance	12/05/2012	01/30/2013	28.60
1202 - WOODLAND BUILDING CENTER	A500154873	Repairs and Maintenance	12/10/2012	01/30/2013	67.46
1202 - WOODLAND BUILDING CENTER	A500155037	Repairs and Maintenance	12/19/2012	01/30/2013	28.58
1202 - WOODLAND BUILDING CENTER	A500155472	Repair and Maintenance Supplies	01/15/2013	01/30/2013	56.57
1202 - WOODLAND BUILDING CENTER	A600234571	Repairs and Maintenance	12/10/2012	01/30/2013	98.64
1202 - WOODLAND BUILDING CENTER	A600234573	Repairs and Maintenance	12/10/2012	01/30/2013	20.67
1202 - WOODLAND BUILDING CENTER	A600235743	Tools	01/16/2013	01/30/2013	36.07
1202 - WOODLAND BUILDING CENTER	A600235744	Repair and Maintenance Supplies	01/16/2013	01/30/2013	48.64
2000 - WRIGHT EXPRESS FSC	31726385	ACCT 0403-00-477788-4	01/06/2013	01/30/2013	74.08
1586 - XEROX CORP	65908397	ACCT 701982639	01/05/2013	01/30/2013	170.03
1586 - XEROX CORP	65908463	ACCT 663163889	01/05/2013	01/30/2013	40.19
1586 - XEROX CORP	65932694	Service Agreement for Fort Defiance Office	01/09/2013	01/30/2013	472.92
1656 - YAZZIE ROLINDA	21113A	TRAVEL - PHX	01/14/2013	01/29/2013	1,214.44
1514 - YOUNG JOSEPH	JDY2012012	PROF SVCS	01/15/2013	01/30/2013	6,920.00
1207 - YOUNGS FUTURE TIRE	T37521	ACCT APA9	12/17/2012	01/30/2013	3,506.41
1207 - YOUNGS FUTURE TIRE	T37522	ACCT APA9	12/17/2012	01/30/2013	(4,078.88)
1207 - YOUNGS FUTURE TIRE	T37523	ACCT APA9	12/17/2012	01/30/2013	21.71
1207 - YOUNGS FUTURE TIRE	T37591	ACCT APA9	12/17/2012	01/30/2013	3,719.20

Total Selected Invoices: 388

\$188,243.04

Apache County
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1400 Finance	Wells Fargo	01/31/2013	1004987
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Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	1733 - VERITAS RESEARCH CONSULTING	3589476	Professional Services	01/26/2013	01/31/2013	42.00
	1733 - VERITAS RESEARCH CONSULTING	43	Professional Services	01/28/2013	01/31/2013	980.00
	1733 - VERITAS RESEARCH CONSULTING	46762	Professional Services	01/25/2013	01/31/2013	143.66
	1733 - VERITAS RESEARCH CONSULTING	83244797	Professional Services	01/25/2013	01/31/2013	88.07
	1733 - VERITAS RESEARCH CONSULTING	QUICKTRIP	Professional Services	01/25/2013	01/31/2013	49.00
Total Selected Invoices: 5						\$1,302.73

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Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number			
1400 Finance	Wells Fargo	02/05/2013	1004988			
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	1074 - AZ DEPT OF HEALTH SERVICES	ADHS0122012A	REPLACE CHECK #1004443 WHICH WAS VOIDED	01/02/2013	02/04/2013	745.00
	1074 - AZ DEPT OF HEALTH SERVICES	CERTIFIED PAPER1	REPLACE CK #1004443 WHICH WAS VOIDED	01/02/2013	02/04/2013	132.47
	1074 - AZ DEPT OF HEALTH SERVICES	MED3149A	OCT4620	02/08/2013	02/04/2013	415.00
	1103 - BEGAY CHRISTINE MAE	REPLACE010213	REPLACE LOST CHECK #1004157	02/05/2013	02/04/2013	230.77
	1132 - FAMILY SUPPORT REGISTRY	JHUGHES013113	CHILD SUPPORT PAYMENT	02/04/2013	02/04/2013	228.00
	1481 - MOTER CHARLES B	20613A1	TO REPLACE PORTION OF CK # 1004914/TRAVEL/YUMA	01/28/2013	02/04/2013	268.78
	1481 - MOTER CHARLES B	21213A2	TO REPLACE PORTION OF CK# 1004914/TRAVEL-PHX	01/28/2013	02/04/2013	135.00
	1559 - PUBLIC SAFETY PERSONNEL 401	SHIRLEYACREORP	ALTERNATE CONTRIBUTION RATE	02/04/2013	02/04/2013	612.48
	1130 - TOWN OF EAGAR	162500JAN13	ACCT 1.6250.0	01/31/2013	02/04/2013	93.29
	1014 - WORLD OF TRAVEL	20413	AIRLINE RESERVATIONS-JUDGE CLYDE	02/04/2013	02/04/2013	388.60
	Total Selected Invoices: 10					\$3,249.39

Apache County
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Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number			
1400 Finance	Wells Fargo	02/07/2013	1004997			
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	1500 - ALSCO INC	LPHO748610	ACCT 63006	01/22/2013	02/07/2013	105.38
	1500 - ALSCO INC	LPHO750936	ACCCT 603011	01/29/2013	02/07/2013	78.74
	1500 - ALSCO INC	LPHO750955	ACCT 630006	01/29/2013	02/07/2013	105.38
	1500 - ALSCO INC	LPHO753264	6300006	02/05/2013	02/07/2013	105.38
	1802 - AMIGO CHEVROLET	CTCB468910	automotive repair and maint	01/08/2013	02/07/2013	1,180.75
	1802 - AMIGO CHEVROLET	CTCB469429	DISTRICT 1	01/17/2013	02/07/2013	942.07
	1978 - APACHE COUNTY	ACLDJAN13	JANUARY 2013 POSTAGE	01/31/2013	02/07/2013	27.13
	1978 - APACHE COUNTY	APLJAN13	JANUARY 2013 POSTAGE	02/04/2013	02/07/2013	54.73
	1978 - APACHE COUNTY	CPLJAN13	JANUARY 2013 POSTAGE	02/04/2013	02/07/2013	75.34
	1978 - APACHE COUNTY	GMLJAN13	JANUARY 2013 POSTAGE	02/04/2013	02/07/2013	5.10
	1978 - APACHE COUNTY	RVPLJAN13	JANUARY 2013 POSTAGE	02/04/2013	02/07/2013	237.26
	1978 - APACHE COUNTY	SPLJAN13	JANUARY 2013 POSTAGE	01/31/2013	02/07/2013	23.57
	1703 - ASSURED IMAGING WOMEN WELLNESS OF SOUTHERN AZ	2668	HEALTH DEPT	01/22/2013	02/07/2013	1,099.20
	1758 - AT&T MOBILITY	879502724X012613	ACCT 879502724	01/18/2013	02/07/2013	278.37
	1676 - AVILA MATRESE	ENW4K7AVILA	SHERIFF	01/29/2013	02/07/2013	183.80
	1072 - AZ DEPT OF CORRECTIONS	106JAN13	EAGAR ROADS	01/16/2013	02/07/2013	160.00
	1072 - AZ DEPT OF CORRECTIONS	106NOVA	TO REPLACE CK# 1003775-DATED 12/20/12	12/06/2012	02/05/2013	115.00
	1072 - AZ DEPT OF CORRECTIONS	107JAN13	INMATE LABOR	01/29/2013	02/07/2013	210.00
	1072 - AZ DEPT OF CORRECTIONS	13013	EAGAR ROADS	01/30/2013	02/07/2013	354.44
	1073 - AZ DEPT OF ECONOMIC SECURITY	123112	ACCT 2040340 3	01/18/2013	02/07/2013	4,569.02
	1087 - AZ STATE RETIREMENT SYSTEM	COPLAN2013	REQUEST ID258474	01/23/2013	02/07/2013	211.33
	1554 - BAKER & TAYLOR BOOKS	4010407856	acct	01/22/2013	02/07/2013	11.19
	1995 - BAKER'S OFFICE CITY	5329060	ACJP SPRINGERVILLE	01/17/2013	02/07/2013	87.06
	2628 - BANNER GOOD SAMARITAN MEDICAL CENTER	42117580	CRIME VICTIM COMP	01/17/2013	02/07/2013	3,020.25
	1292 - BAST ELLEN RAE	20513	PROF SVC SEWING REPAIRS	02/05/2013	02/05/2013	145.00
	1222 - BAUMAN HOME AND AUTO INC	12900533990	ACCT 461008	01/28/2013	02/07/2013	14.40
	1222 - BAUMAN HOME AND AUTO INC	12900533991	acct 461008	01/28/2013	02/07/2013	18.92
	1222 - BAUMAN HOME AND AUTO INC	12901611644	561068	12/04/2012	02/07/2013	1.94
	1222 - BAUMAN HOME AND AUTO INC	12901611693	561068	12/05/2012	02/07/2013	151.87
	1222 - BAUMAN HOME AND AUTO INC	12901611748	561068	12/05/2012	02/07/2013	43.40
	1222 - BAUMAN HOME AND AUTO INC	12901611751	561068	12/05/2012	02/07/2013	44.03
	1222 - BAUMAN HOME AND AUTO INC	12901611789	561068	12/06/2012	02/07/2013	26.29
	1222 - BAUMAN HOME AND AUTO INC	12901612044	561068	12/10/2012	02/07/2013	22.32
	1222 - BAUMAN HOME AND AUTO INC	12901612055	561068	12/10/2012	02/07/2013	85.70
	1222 - BAUMAN HOME AND AUTO INC	12901612112	561068	12/11/2012	02/07/2013	10.67

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1222 - BAUMAN HOME AND AUTO INC	12901612473 561068	12/17/2012 02/07/2013	17.61
1222 - BAUMAN HOME AND AUTO INC	12901612475 561068	12/17/2012 02/07/2013	(4.94)
1222 - BAUMAN HOME AND AUTO INC	12901612509 561068	12/17/2013 02/07/2013	6.04
1222 - BAUMAN HOME AND AUTO INC	12901612572 561068	12/18/2012 02/07/2013	28.80
1222 - BAUMAN HOME AND AUTO INC	12901612582 561068	12/18/2012 02/07/2013	7.48
1222 - BAUMAN HOME AND AUTO INC	12901612683 561068	12/19/2012 02/07/2013	5.08
1222 - BAUMAN HOME AND AUTO INC	12901612684 561068	12/19/2012 02/07/2013	19.80
1222 - BAUMAN HOME AND AUTO INC	12901612719 561068	12/20/2012 02/07/2013	70.43
1222 - BAUMAN HOME AND AUTO INC	12901612732 561068	01/22/2012 02/07/2013	29.79
1222 - BAUMAN HOME AND AUTO INC	12901612990 561068	12/24/2012 02/07/2013	10.99
1222 - BAUMAN HOME AND AUTO INC	12901613003 560100	01/30/2013 02/07/2013	37.97
1222 - BAUMAN HOME AND AUTO INC	12901613007 561068	12/26/2012 02/07/2013	6.82
1222 - BAUMAN HOME AND AUTO INC	12901613036 561068	12/26/2012 02/07/2013	79.24
1222 - BAUMAN HOME AND AUTO INC	12901613049 561068	12/26/2012 02/07/2013	6.20
1222 - BAUMAN HOME AND AUTO INC	12901613069 561068	12/27/2012 02/07/2013	65.93
1222 - BAUMAN HOME AND AUTO INC	12901613085 561068	12/27/2012 02/07/2013	5.70
1222 - BAUMAN HOME AND AUTO INC	12901613118 561068	12/27/2012 02/07/2013	14.91
1222 - BAUMAN HOME AND AUTO INC	12901614819 ACCT 461009	01/24/2013 02/07/2013	27.56
1222 - BAUMAN HOME AND AUTO INC	12901614856 ACCT 461009	01/25/2013 02/07/2013	13.41
1222 - BAUMAN HOME AND AUTO INC	12907613003 561068	12/26/2012 02/07/2013	25.96
1620 - BEGAY ARTHUR	12213R WAXIE SEMINAR	01/30/2013 02/07/2013	54.00
1370 - BEGAY SARAH MAE	1905 RV ANNEX	01/10/2013 02/07/2013	55.00
1370 - BEGAY SARAH MAE	1945 acso	02/05/2013 02/07/2013	155.00
2711 - BEST WESTERN SUNRISE INN - EAGAR AZ	227 Reservations- Training Sherri Monroe & Leann Campbell	01/18/2013 02/07/2013	346.85
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	716833 900007525	10/02/2012 02/07/2013	13.17
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	717142 900007525	10/04/2012 02/07/2013	84.27
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	717295 900007525	10/05/2012 02/07/2013	14.92
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	724288 900007525	12/12/2012 02/07/2013	86.75
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	724534 900007525	12/13/2012 02/07/2013	64.66
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	725127 900007525	12/19/2012 02/07/2013	453.46
1234 - BLUE HILLS ENVIRONMENTAL	46550 PASS THROUGH FUNDING FROM STATE OF AZ	03/13/2012 02/07/2013	28,532.67
1234 - BLUE HILLS ENVIRONMENTAL	48108 PASS THROUGH FUNDING FROM STATE OF AZ	10/18/2012 02/07/2013	30,034.66
1234 - BLUE HILLS ENVIRONMENTAL	9136109 101950	02/01/2013 02/07/2013	45.32
1234 - BLUE HILLS ENVIRONMENTAL	9136137 ACCT 9136137	02/01/2013 02/07/2013	45.32
1234 - BLUE HILLS ENVIRONMENTAL	9136191 ACCT 103451	02/01/2013 02/07/2013	51.83

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1592 - BOB BARKER COMPANY INC	UT1000265926	APACHE COUNTY JAIL	01/29/2013	02/07/2013	99.85
1826 - BONERTZ CRYSTAL	ADVANCEJAN13	ADVANCE HEALTH DEPT	01/30/2013	02/07/2013	200.00
1164 - BRADCO	9803	ACCT 50031-1	01/16/2013	02/07/2013	5,708.04
1164 - BRADCO	9957	Fuel replenish for Fort Defiance Yard	01/17/2013	02/07/2013	11,328.44
2185 - BROADBENT INSURANCE	BLEVINS	NORTARY BOND	01/31/2013	02/07/2013	50.00
2185 - BROADBENT INSURANCE	WAITE	NORTARY BOND	01/31/2013	02/07/2013	50.00
2428 - BRUCKNER TRUCK SALES INC	39884Q	PARTS	01/21/2012	02/07/2013	1,043.90
2742 - BURGESS SHONDE LANE	NURSE	AC JAIL	01/22/2013	02/07/2013	210.00
1937 - BURNHAM MORTUARY	13EG010	HEALTH DEPT	01/18/2013	02/07/2013	919.45
1937 - BURNHAM MORTUARY	13EG0108	HEALTH DEPT	02/21/2013	02/07/2013	770.85
1937 - BURNHAM MORTUARY	13SJ005	HEALTH DEPT	02/01/2013	02/07/2013	401.45
1108 - C AND K HOSE COMPANY	82388	EAGAR ROADS	01/17/2013	02/07/2013	57.11
1108 - C AND K HOSE COMPANY	82410	SJ ROADS	01/24/2013	02/07/2013	101.57
2710 - CAMPBELL LEANN	12513R	LGBTQ SYMPOSIUM FOR OUTREACH	01/31/2013	02/07/2013	172.18
1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	8857300119A	F885730000	01/03/2013	02/07/2013	4,241.02
1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	8857300119B	F885730000	01/10/2013	02/07/2013	4,186.05
1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	8857300119C	F885730000	01/17/2013	02/07/2013	4,402.36
1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	8857300119D	F885730000	01/24/2013	02/07/2013	4,120.76
1747 - CDW GOVERNMENT LLC	W732624	ACCT 0413491	01/22/2013	02/07/2013	497.86
1747 - CDW GOVERNMENT LLC	W842723	HP Toner Cartridges	01/24/2013	02/07/2013	2,291.20
1747 - CDW GOVERNMENT LLC	W847810	Computer switch	01/24/2013	02/07/2013	107.57
1747 - CDW GOVERNMENT LLC	W880629	Computer equipment & software	01/24/2013	02/07/2013	3,849.17
1110 - CEDAR GROVE WATER CO	1212033JAN13	ACCT 12120331	01/16/2013	02/07/2013	10.55
1110 - CEDAR GROVE WATER CO	12120683JAN13	ACCT 12120683	01/16/2013	02/07/2013	12.09
1274 - CELLULAR ONE NE AZ	2474218	003000029453	01/21/2013	02/07/2013	65.62
1111 - CHILD SUPPORT SERVICES ORS	MCNEIL013113	CHILD SUPPORT PAYMENT	02/06/2013	02/07/2013	324.54
1300 - CIRIVELLO MICHAEL V	22513A	ADA CONFERENCE	01/22/2013	02/07/2013	300.81
1619 - CLYDE VICTOR J	21413A	TRAVEL - PHX	02/06/2013	02/05/2013	424.36
2039 - CONNELLY CARE LLC	CON9602A	ACHD	12/07/2012	02/07/2013	159.23
2039 - CONNELLY CARE LLC	CON9620B	ACHD	01/14/2013	02/07/2013	154.35
1684 - COREMR LC	2141	JAIL	02/01/2013	02/07/2013	370.00
1959 - CURTIS ROGER STUART	10213R	CONSTABLE	01/31/2013	02/07/2013	124.68
1248 - DAVIS TRUE VALUE HARDWARE	33394	RV ROADS	01/22/2013	02/07/2013	81.44
1125 - DELL COMPUTER CORPORATION	XJ315DFR2	ACCT 6654861	01/28/2013	02/07/2013	218.01
1163 - DEMCO	4859032	ACCT 020045060	01/24/2013	02/07/2013	467.61
1689 - DISH NETWORK	6532JAN13	DISTRICT II	01/23/2013	02/07/2013	110.25
1347 - EAGAR BRANNON	12913R	TASK FORCE MEETING	01/31/2013	02/07/2013	97.00
2002 - EAGLE FLIGHT BUSINESS FORMS	11911	IT	01/29/2013	02/07/2013	107.24
1523 - EMBASSY SUITES	42671DEDMAN	ACSO	01/29/2013	02/07/2013	159.71

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1523 - EMBASSY SUITES	42672GUINN	PROBATION	01/29/2013	02/07/2013 319.42
1523 - EMBASSY SUITES	42673DEDMAN	ACSO	01/29/2013	02/07/2013 159.71
1523 - EMBASSY SUITES	87105780EAGAR	SHERIFF	01/29/2013	02/07/2013 159.71
1587 - EMPIRE MACHINERY	EMPC0421142	ACCT 0055921	12/27/2012	02/07/2013 (93.26)
1587 - EMPIRE MACHINERY	EMPC0421365	ACCT 0055921	01/02/2013	02/07/2013 (106.71)
1587 - EMPIRE MACHINERY	EMPS3033627	ACCT 0055921	12/13/2012	02/07/2013 59.28
1587 - EMPIRE MACHINERY	EMPS3037146	ACCT 0055921	12/19/2012	02/07/2013 125.89
1587 - EMPIRE MACHINERY	EMPS3039938	ACCT 0055921	12/26/2012	02/07/2013 171.52
1587 - EMPIRE MACHINERY	EMPS3039939	ACCT 0055921	12/26/2012	02/07/2013 93.26
1587 - EMPIRE MACHINERY	EMPS3039940	ACCT 0055921	12/26/2012	02/07/2013 170.65
1587 - EMPIRE MACHINERY	EMPS3040593	ACCT 0055921	12/27/2012	02/07/2013 121.34
1587 - EMPIRE MACHINERY	EMPS3051312	ACCT 0004529	01/16/2013	02/07/2013 69.49
1587 - EMPIRE MACHINERY	EMPS3054666	ACCT 00004529	01/22/2013	02/07/2013 143.39
1587 - EMPIRE MACHINERY	EMPS3056559	ACCT 00004529	01/24/2013	02/07/2013 9.71
1587 - EMPIRE MACHINERY	EMPS3056681	0055921	01/24/2013	02/07/2013 237.04
1587 - EMPIRE MACHINERY	EMPS3059087	CLIN # 0004529	01/29/2013	02/07/2013 206.94
1721 - FAMILY FIRST COUNSELING	310	CRIME VICTIM COMP	12/05/2012	02/07/2013 260.00
1721 - FAMILY FIRST COUNSELING	311	CRIME VICTIM COMP	12/05/2012	02/07/2013 195.00
1133 - FERRELLGAS	1074631842	56782684	01/23/2013	02/07/2013 62.50
1133 - FERRELLGAS	1074644425	ACCT 0055921	01/23/2013	02/07/2013 684.27
1881 - FINCH MICAH GLENN	12813R	ACSO/ DISPATCH	01/31/2013	02/07/2013 97.00
1881 - FINCH MICAH GLENN	22613A	ADA CONFERENCE	01/22/2013	02/07/2013 127.27
2747 - FLAGSTAFF SURGICAL ASSOCIATES	B31000IQ	ACCT 0055921	01/15/2013	02/07/2013 3,000.00
2747 - FLAGSTAFF SURGICAL ASSOCIATES	B31000IR	HEALTH DEPT	01/15/2013	02/07/2013 1,500.00
1546 - FLEET PRIDE	51854540	5W30 55GAL MOTOR OIL	01/10/2013	02/07/2013 1,146.87
2746 - FOREST COUNTRY ANESTHESIA PC	49143214	SHERRIFF	12/05/2012	02/07/2013 350.00
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GG441444	November Blanket - 4 Corners Welding	11/28/2012	02/07/2013 69.29
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GR112326	November Blanket - 4 Corners Welding	11/30/2012	02/07/2013 56.16
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GR112592	Dec Blanket - Four Corners	12/31/2012	02/07/2013 56.16
1807 - FOUR CORNERS WELDING & GAS SUPPLY	SVCHG	Dec Blanket - Four Corners	12/01/2012	02/07/2013 2.51
1135 - FRONTIER	1121196JAN13	928-112-1196-030701-1	01/15/2013	02/07/2013 230.13
1135 - FRONTIER	3336400JAN13	928-333-6400-0322210-8	01/22/2013	02/07/2013 1,429.99
1135 - FRONTIER	3898494	18459	01/20/2013	02/07/2013 950.52
1135 - FRONTIER	5325005JAN13	928-532-5005-101805-8	01/25/2013	02/07/2013 148.22
1135 - FRONTIER	6560704JAN13	928-656-0704-062601-8	01/07/2013	02/07/2013 327.05
1135 - FRONTIER	6563505JAN13	928-656-3505-111590-8	01/07/2013	02/07/2013 429.61
1135 - FRONTIER	6745084JAN13	928-674-5084-032494-8	01/13/2013	02/07/2013 85.92

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1135 - FRONTIER	6745664JAN13	928-674-5664-032379-8	01/13/2013	02/07/2013	466.42
1135 - FRONTIER	6745944JAN13	928-674-5944-022390-8	01/13/2013	02/07/2013	94.08
1135 - FRONTIER	7117017JAN13	PHONE SYSTEM UPGRADE	01/20/2013	02/07/2013	7,615.32
1135 - FRONTIER	7292141JAN13	928-729-2141-110290-8	01/20/2013	02/07/2013	154.85
1135 - FRONTIER	7292147JAN13	928-7292147-120800-8	01/20/2013	02/07/2013	98.40
1135 - FRONTIER	7295531JAN13	928-729-5531-060805-8	01/20/2013	02/07/2013	171.02
1135 - FRONTIER	7295706JAN13	928-729-5706-103105-8	01/20/2013	02/07/2013	252.62
1135 - FRONTIER	7295772JAN13	928-729-5772-062005-8	01/20/2013	02/07/2013	107.78
1135 - FRONTIER	7550713JAN13	928-755-0713-052103+8	01/20/2013	02/07/2013	436.79
1135 - FRONTIER	7553226JAN13	9287553226-020790-8	01/20/2013	02/07/2013	152.98
1135 - FRONTIER	7553407JAN13	928-755-3407-022594-8	01/20/2013	02/07/2013	150.08
1135 - FRONTIER	7553881JAN13	928-755-3881-012183-8	02/07/2013	02/07/2013	214.16
1135 - FRONTIER	7553882JAN13	928-755-3882-012183-8	01/20/2013	02/07/2013	175.78
1135 - FRONTIER	7553883JAN13	928-755-3883-062383-8	01/20/2013	02/07/2013	168.37
1628 - G NEIL COMPANIES	INV0927708	ACCT A01101900	01/17/2013	02/05/2013	59.99
1714 - GALL'S INC (ARAMARK)	15182807	ACCT 719809	01/24/2013	02/07/2013	57.78
1714 - GALL'S INC (ARAMARK)	BC0008719	ACCT 3653981	01/17/2013	02/07/2013	139.69
1714 - GALL'S INC (ARAMARK)	BC0009120	ACCT 3656981	01/24/2013	02/07/2013	41.19
1714 - GALL'S INC (ARAMARK)	BC0009161	ACCT 3656981	01/25/2013	02/07/2013	266.99
1803 - GALLUP LUMBER & SUPPLY	444594	1955	01/16/2013	02/07/2013	71.69
1808 - GALLUP TRUCK SERVICE	14857	DISRICT II ROADS	12/18/2012	02/07/2013	24.11
1369 - GARCIA JR. RUBEN L	22513A	ADA CONFERENCE	01/22/2013	02/07/2013	200.54
1166 - GEXPRO	514199062	REF #418997	01/23/2013	02/07/2013	282.88
1381 - GILLESPIE CURTIS	107811890	LIBRARY DISTRICT	12/15/2012	02/07/2013	50.63
1744 - GRAINGER	9040282791	Parts for Teec Nos Pos Shop Propane Heater	01/15/2013	02/07/2013	221.35
1199 - GRAVES PROPANE CO INC	630390	9001800-21	12/20/2012	02/07/2013	502.31
1199 - GRAVES PROPANE CO INC	630453	9001800-21	01/28/2013	02/07/2013	355.30
1199 - GRAVES PROPANE CO INC	630456	9001800-6	01/28/2013	02/07/2013	660.71
1199 - GRAVES PROPANE CO INC	630464	9001800-1	01/28/2013	02/07/2013	244.95
1199 - GRAVES PROPANE CO INC	630942	9001800-21	01/15/2013	02/07/2013	359.73
1199 - GRAVES PROPANE CO INC	630983	9001800-18	01/18/2013	02/07/2013	1,530.44
1199 - GRAVES PROPANE CO INC	630993	9001800-1	01/19/2013	02/07/2013	685.48
1199 - GRAVES PROPANE CO INC	630996	9001800-5	01/19/2013	02/07/2013	404.64
1199 - GRAVES PROPANE CO INC	949629	9001800-9	01/22/2013	02/07/2013	778.77
1199 - GRAVES PROPANE CO INC	949632	9001800-14	01/22/2013	02/07/2013	304.26
1230 - GREEN AND BAKER	33078	HR	01/16/2013	02/07/2013	397.50
1230 - GREEN AND BAKER	33078A	HR	01/16/2013	02/07/2013	5,448.00
1230 - GREEN AND BAKER	33079	HR	01/16/2013	02/07/2013	1,052.80
1001 - HILL AZ GROCERY STORE	13020524414	Water	02/05/2013	02/07/2013	245.96
1192 - HILLYARD INC	600540279A	AMOUNT NOT INCLUDED WITH PO #876	01/15/2013	02/07/2013	0.02
1192 - HILLYARD INC	600559136	ACCT 216515	01/30/2013	02/07/2013	457.40
1192 - HILLYARD INC	600559160	Cleaning Supplies	01/30/2013	02/07/2013	46.60

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1192 - HILLYARD INC	600559468	Cleaning Supplies	01/30/2013	02/07/2013	2,490.48
1192 - HILLYARD INC	600559492	Cleaning Supplies	01/30/2013	02/07/2013	39.09
2466 - HITCHCOCK JERRY	215751715	JAN13	01/18/2013	02/07/2013	260.00
1143 - HUCKLEBERRY NOTARY BONDING AZ	13113	RECORDER	01/31/2013	02/07/2013	17.75
1882 - INGRAM LIBRARY SERVICES	70208873	20C4216	01/24/2013	02/07/2013	8.24
1882 - INGRAM LIBRARY SERVICES	70208874	20C4216	01/24/2013	02/07/2013	10.38
1882 - INGRAM LIBRARY SERVICES	70208875	20C4216	01/24/2013	02/07/2013	33.15
1882 - INGRAM LIBRARY SERVICES	70208876	20C4216	01/24/2013	02/07/2013	63.55
1882 - INGRAM LIBRARY SERVICES	70208877	20C4216	01/24/2013	02/07/2013	89.79
1882 - INGRAM LIBRARY SERVICES	70208878	20C4216	01/24/2013	02/07/2013	27.41
1882 - INGRAM LIBRARY SERVICES	70208879	20C4216	01/24/2013	02/07/2013	27.73
1882 - INGRAM LIBRARY SERVICES	70208880	20C4216	01/24/2013	02/07/2013	62.07
1882 - INGRAM LIBRARY SERVICES	9042578	20C4216	01/17/2013	02/07/2013	(24.00)
1882 - INGRAM LIBRARY SERVICES	9072776	20C4216	01/24/2013	02/07/2013	24.47
1882 - INGRAM LIBRARY SERVICES	9072777	20C4216	01/24/2013	02/07/2013	21.23
1882 - INGRAM LIBRARY SERVICES	9080494	2007953	01/20/2013	02/07/2013	57.45
1882 - INGRAM LIBRARY SERVICES	9161818	2007953	01/23/2013	02/07/2013	16.60
1882 - INGRAM LIBRARY SERVICES	9161819	2007953	01/23/2013	02/07/2013	15.14
2663 - INTERMOUNTAIN LOCK & SECURITY SUPPLY	728799	SHERIFF/JAIL	01/29/2013	02/07/2013	202.48
2714 - JOHNSTONE SUPPLY	347494	CUST# P0515	01/21/2013	02/07/2013	183.61
2015 - LABORATORY CORP OF AMERICA	19199858	HEALTH DEPT	01/10/2013	02/05/2013	71.72
2321 - LAWSON PRODUCTS INC	9301385230	ACCT 10076344	01/22/2013	02/05/2013	133.33
2380 - LEVER MELISSA L	1201JAN13	CASE C1201	01/03/2013	02/05/2013	188.60
1218 - LIN CUM	21301027	ACCT 5762705	01/29/2013	02/05/2013	136.14
2372 - LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	1216JAN13	CASE 1216	01/17/2013	02/05/2013	867.60
1680 - LIVCO WATER & SEWER COMPANY	47101JAN13	ACCT 471.01	01/31/2013	02/05/2013	40.67
2751 - MARTIN FRED C	JAN13	RETIREMENT	01/18/2013	02/05/2013	3,120.00
1595 - MARTIN KEN	11813	PRO TEM JUDGE	01/18/2013	02/05/2013	61.68
1595 - MARTIN KEN	12213	PRO TEM JUDGE	01/22/2013	02/05/2013	46.26
1533 - MCKESSON MEDICAL SURGICAL	32079590	ACCT 2125840	01/03/2013	02/05/2013	113.14
1533 - MCKESSON MEDICAL SURGICAL	32248612	ACCT 2125840	01/14/2013	02/05/2013	120.09
1177 - MEDICAL ARTS PRESS	6283043	ACCT C5383215	01/23/2013	02/05/2013	90.34
1859 - MERITAIN HEALTH INC.	JAN13	FLEX SPENDING ACCT	12/31/2012	02/05/2013	250.00
2447 - MINE SAFETY & HEALTH ADMIN (MSHA) DEPT OF LABOR	310712	MINEID 0203189	01/08/2013	02/05/2013	100.00
1539 - MISSION UNIFORM & LINEN	310100076	ACCT 151903-00	01/16/2013	02/05/2013	68.09
1539 - MISSION UNIFORM & LINEN	310100700	ACCT 151903-00	01/23/2013	02/05/2013	68.09
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079055JAN13A	ACCT 60079055	01/22/2013	02/05/2013	72.62

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1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079783JAN13A ACCT 60079783	01/22/2013 02/05/2013	23.80
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60159070JAN13 ACCT 60159070	01/22/2013 02/05/2013	122.89
1885 - NAVOPACHE ELECTRIC COOPERATIVE	12413 engineering	01/24/2013 02/05/2013	1,051.00
1741 - NOODLE SOUP	1177059 ACCT 192205	01/23/2013 02/05/2013	390.20
1629 - OFFICE DEPOT	631978882001 ACCT 98515665	12/05/2012 02/05/2013	76.28
1629 - OFFICE DEPOT	638356036001 ACCT 98515665	12/26/2012 02/05/2013	(76.28)
1629 - OFFICE DEPOT	638861800001 ACCT 98515665	01/03/2013 02/05/2013	13.67
1629 - OFFICE DEPOT	638861941001 ACCT 98515665	01/03/2013 02/05/2013	42.62
1629 - OFFICE DEPOT	638861942001 ACCT 98515665	01/03/2013 02/05/2013	67.74
1629 - OFFICE DEPOT	639658699001 ACCT 98515665	01/04/2013 02/05/2013	64.01
1629 - OFFICE DEPOT	640751253001 ACCT 98515665	01/15/2013 02/05/2013	12.35
1629 - OFFICE DEPOT	640751291001 ACCT 98515665	01/15/2013 02/05/2013	4.80
1629 - OFFICE DEPOT	640817619001 ACCT 98515665	01/22/2013 02/05/2013	137.62
1629 - OFFICE DEPOT	641257523001 ACCT 98515665	01/17/2013 02/05/2013	138.56
1629 - OFFICE DEPOT	641257639001 ACCT 98515665	01/17/2013 02/05/2013	172.91
1629 - OFFICE DEPOT	641260106001 ACCT 98515665	01/17/2013 02/05/2013	111.06
1629 - OFFICE DEPOT	641260196001 ACCT 98515665	01/17/2013 02/05/2013	9.84
1629 - OFFICE DEPOT	642463988001 ACCT 98515665	01/22/2013 02/05/2013	315.63
1740 - OVERDRIVE INC	114459633 ACCT 2763-0001	01/25/2013 02/05/2013	291.06
1740 - OVERDRIVE INC	182233760 ACCT 2763-0001	01/30/2013 02/05/2013	578.27
1299 - PATTERSON DENNIELLE	12413R TRAVEL - VERNON PUBLIC LIBRARY	02/04/2013 02/05/2013	65.02
1765 - PERFECT PRINTZ LLC	16316 ATTORNEYS OFFICE	01/04/2013 02/05/2013	498.33
1765 - PERFECT PRINTZ LLC	16370 ENGINEERING	01/03/2013 02/05/2013	394.30
1765 - PERFECT PRINTZ LLC	16372 EMER MANG	01/23/2013 02/05/2013	1,591.52
1765 - PERFECT PRINTZ LLC	16374 HEALTH DEPT	01/23/2013 02/05/2013	222.25
1822 - PIMA UNIFORMS	1089INV001526 ACCT 400AS003	01/21/2013 02/05/2013	74.18
1049 - PITNEY BOWES	1859737DC12 ACCT 1859737	01/13/2013 02/05/2013	172.61
1886 - QUALITY CARQUEST	4803247939 ACCT 323	01/23/2013 02/05/2013	219.06
1745 - QUILL CORP	68460 ACCT 6396798	01/18/2013 02/05/2013	(64.77)
1745 - QUILL CORP	8396281 ACCT C6132327	01/07/2013 02/05/2013	76.84
1745 - QUILL CORP	8486426 ACCT C6432327	01/09/2013 02/05/2013	104.28
1745 - QUILL CORP	8546983 ACCT C3959442	01/11/2013 02/05/2013	16.46
1745 - QUILL CORP	8564597 ACCT C3959442	01/11/2013 02/05/2013	135.84
1745 - QUILL CORP	8616692 ACCT C5323781	01/15/2013 02/05/2013	327.95
1745 - QUILL CORP	8653020 ACCT C3959442	01/16/2013 02/05/2013	19.75
1745 - QUILL CORP	8688681 ACCT C7174242	01/16/2013 02/05/2013	30.73
1745 - QUILL CORP	8771174 ACCT C6330872	01/21/2013 02/05/2013	17.34
1745 - QUILL CORP	8831755 ACCT C6330964	01/22/2013 02/05/2013	597.96
1745 - QUILL CORP	8831803 ACCT C5323781	01/22/2013 02/05/2013	96.28
1745 - QUILL CORP	8831987 ACCT C6330858	01/22/2013 02/05/2013	63.59

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1745 - QUILL CORP	8872298	ACCT C6396789	01/23/2013	02/05/2013	10.97
1745 - QUILL CORP	8882811	ACCT C6330964	01/24/2013	02/05/2013	6.58
1745 - QUILL CORP	8913534	ACCT C7174242	01/24/2013	02/05/2013	21.95
1918 - RDO EQUIPMENT CO	P45784	ACCT 4903006	12/13/2012	02/05/2013	78.86
1918 - RDO EQUIPMENT CO	W06593	ACCT 4903006	01/28/2013	02/05/2013	310.00
1085 - REED ROBERTA E	18	PRO TEM JUDGE	01/08/2013	02/05/2013	1,110.24
1785 - RICOH USA INC	5024683359	ACCT 3946762	01/01/2013	02/05/2013	226.25
1785 - RICOH USA INC	5024683977	ACCT 3946762	01/01/2013	02/05/2013	229.53
1439 - ROGERS JAMES HOMER	JAN13	RETIREMENT	01/18/2013	02/05/2013	260.00
1800 - RUSH TRUCK CENTER	4952073	ACCT 03819-CORE CHARGE	12/20/2012	02/05/2013	532.00
1800 - RUSH TRUCK CENTER	4952073A	fan clutch	12/20/2013	02/05/2013	749.95
1800 - RUSH TRUCK CENTER	6319300	ACCT 04119	01/10/2013	02/05/2013	152.74
1800 - RUSH TRUCK CENTER	6319506	Fuel filter assortment	01/16/2013	02/05/2013	1,128.55
1795 - S & S SELF STORAGE	149JAN13	RENTAL PUB FID	01/25/2013	02/05/2013	47.00
1175 - SAFETY KLEEN	928287868	ACCT 2776712	12/31/2012	02/05/2013	138.82
1536 - SAFEWAY INC	798968	supplies/water	01/30/2013	02/05/2013	53.27
1928 - SANOFI PASTEUR INC	901139767	ACCT 70210252	01/21/2013	02/05/2013	240.14
1862 - SATCOM GLOBAL INC	A101130043	ACCT 109671	01/07/2013	02/05/2013	41.97
1860 - SECURUS TECHNOLOGIES INC	IDA00003160	ACCT 06320	01/29/2013	02/05/2013	452.51
1223 - SENTRY FIRE AND WELDING SUPPLY INC	26726B	CHAMBERS YD - RENTAL	12/31/2012	02/05/2013	102.82
1719 - SHOW LOW FORD INC	FOCS45215	ATTORNEYS OFFICE	01/30/2013	02/05/2013	127.66
2749 - SILVERSMITH FRANKLIN	1	PROF SVCS - RECORDERS OFFICE	01/31/2013	02/05/2013	200.00
1692 - SOFTLEY TERI S	21313A	TRAVEL - PHX	01/30/2013	02/05/2013	70.00
1440 - SONORA QUEST LABORATORIES	31974012	HEALTH DEPT	01/15/2013	02/05/2013	71.72
1297 - SPENCE NANCY	13011702	Regisration for Active Parenting Workshop	01/17/2013	02/05/2013	378.00
1849 - SPIVEY LANCE	21013A	TRAVEL - SALT LAKE CITY, UT	01/24/2013	02/05/2013	729.95
1491 - ST JOHNS EMERGENCY SERVICES	13038	JAIL	01/22/2013	02/05/2013	752.63
2460 - SUBWAY	11513	REQUESTED BY MICHAEL SCHACHT, RVPH	01/15/2013	02/05/2013	75.79
1504 - SYMBOL ARTS	181586IN	Repair Uniform Badge	01/22/2013	02/05/2013	48.00
1585 - TASER INTERNATIONAL INC	SI1310639	EPD Officer Cameras-approved by MBW	01/22/2013	02/05/2013	11,615.44
1054 - THE AARONS COMPANY LLC	APACHE1302	CONSULTING SVCS	02/03/2013	02/05/2013	3,000.00
1746 - THE LIBRARY STORE INC	44060	CD/DVD albums w/lined pages	01/29/2013	02/05/2013	547.99
2419 - THE UNIVERSITY OF ARIZONA	1	REGISTRATION - HEALTH DEPT	01/30/2013	02/05/2013	340.00
1215 - TJP COMMUNICATIONS	13010	Radio for unit G-107FW	01/15/2013	02/05/2013	1,591.59
1215 - TJP COMMUNICATIONS	13019	Professional Services	01/30/2013	02/05/2013	85.00
1215 - TJP COMMUNICATIONS	13022	Communication Equipment	02/01/2013	02/05/2013	2,879.22
1801 - TOM GROWNEY EQUIPMENT	261302	Parts for Unit #153	01/21/2013	02/05/2013	2,445.81
1130 - TOWN OF EAGAR	980003JAN13A	ACCT 9.8000.3	01/31/2013	02/05/2013	108.70
1573 - US POSTMASTER	10613	POSTAGE FOR CLERK OF THE COURTS	01/06/2013	02/05/2013	814.91
1781 - VALLEY AUTO PARTS	51510	BEARING	01/10/2013	02/05/2013	874.28

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1781 - VALLEY AUTO PARTS	51755 ACCT 1054	01/16/2013	02/05/2013 66.06
1781 - VALLEY AUTO PARTS	51794 ACCT 1050	01/17/2013	02/05/2013 14.84
1781 - VALLEY AUTO PARTS	51801 ACCT 1054	01/17/2013	02/05/2013 4.24
1781 - VALLEY AUTO PARTS	52010 ACCT 1050	01/22/2013	02/05/2013 54.75
1781 - VALLEY AUTO PARTS	52011 ACCT 1050	01/22/2013	02/05/2013 104.34
1781 - VALLEY AUTO PARTS	52131 ACCT 1050	01/24/2013	02/05/2013 13.19
1733 - VERITAS RESEARCH CONSULTING	44 PROF SVCS	02/03/2013	02/05/2013 580.00
1845 - VERIZON WIRELESS	1149483222DEC12 928-551-1010	12/23/2012	02/05/2013 65.25
1845 - VERIZON WIRELESS	1155567706JAN13 928-245-0777	01/15/2013	02/05/2013 45.52
1845 - VERIZON WIRELESS	1156000491JAN13 928-245-8247	01/16/2013	02/05/2013 161.55
1845 - VERIZON WIRELESS	1159754941JAN13 928-551-1602	01/28/2013	02/05/2013 40.01
1225 - VERNON DOMESTIC IMPROVEMENT	1995 VERNON COMM PARK	01/12/2013	02/05/2013 160.11
2052 - WATKINS ROBERT	21113A TRAVEL - ALBUQUERQUE, NM	02/04/2013	02/05/2013 611.15
2369 - WAUNKA CHARLENE	1117JAN13 VICTIMS COMP	01/17/2013	02/05/2013 230.25
1534 - WAXIE SANITARY SUPPY	73727473 Janitorial Supplies	01/23/2013	02/05/2013 121.83
2670 - WELLER BARRY GLEN	12313R TRAVEL - PHX	01/31/2013	02/05/2013 232.00
1608 - WENGERT DELWIN	12 MEALS-MEETING TO DISCUSS ROADS	01/29/2013	02/05/2013 41.72
1608 - WENGERT DELWIN	12213R TRAVEL - PHX	01/30/2013	02/05/2013 179.81
1237 - WHITE MOUNTAIN EMERGENCY	WME12879 JAIL	01/08/2013	02/05/2013 545.25
1686 - WHITE MOUNTAIN PUBLISHING CO	47690276 ACCT W80276	01/25/2013	02/05/2013 105.71
1686 - WHITE MOUNTAIN PUBLISHING CO	536 SUBSCRIPTION - 4 YEARS	01/14/2013	02/05/2013 148.00
1686 - WHITE MOUNTAIN PUBLISHING CO	7190 ACCT 80267C	01/28/2013	02/05/2013 17.25
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600420 HR	12/27/2012	02/05/2013 7.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600527 SUPERIOR COURT	01/22/2013	02/05/2013 14.00
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916556 JAIL	01/08/2013	02/05/2013 18.46
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916556A JAIL	01/08/2013	02/05/2013 18.46
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	917013 JAIL	01/17/2013	02/05/2013 131.01
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	917013A JAIL	01/17/2013	02/05/2013 131.01
2330 - WHITE TOM M	11513R TRAVEL-ST JOHNS,PHX	01/30/2013	02/05/2013 113.00
2330 - WHITE TOM M	12213R TRAVEL - FT DEF TO PHX	01/28/2013	02/05/2013 54.00
1202 - WOODLAND BUILDING CENTER	A300207487 Building and Grounds Supplies	11/27/2012	02/05/2013 15.38
1202 - WOODLAND BUILDING CENTER	A300209105 Building and Grounds Supplies	01/15/2013	02/05/2013 10.51
1202 - WOODLAND BUILDING CENTER	A400178251 Automotive Repair and Maint	01/16/2013	02/05/2013 34.80

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1202 - WOODLAND BUILDING CENTER	A600236067	Repair and Maintenance Supplies	01/23/2013	02/05/2013	54.77
1202 - WOODLAND BUILDING CENTER	A600236288	ACCT APACO1	01/29/2013	02/05/2013	151.12
1202 - WOODLAND BUILDING CENTER	A600236329	Repair and Maintenance Supplies	01/30/2013	02/05/2013	108.71
1586 - XEROX CORP	65908394	ACCT 101419216	01/05/2013	02/05/2013	100.89
1207 - YOUNGS FUTURE TIRE	738101	ACCT APA9	01/23/2013	02/05/2013	175.89
1207 - YOUNGS FUTURE TIRE	T37877	ACCT APA9	01/09/2013	02/05/2013	228.15
1207 - YOUNGS FUTURE TIRE	T37993	ACCT APA9	01/16/2013	02/05/2013	37.91
Total Selected Invoices: 345					\$215,501.50

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1400 Finance	Wells Fargo	02/14/2013	1005232			
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance	1645 - AGUERO ROBIN R	12713R	PHE	02/04/2013	02/14/2013	122.07
	1214 - ALPINE WATER AND SANITARY	JAN13	ACCT 1905600.01	01/31/2013	02/14/2013	75.91
	1978 - APACHE COUNTY	SJPLJAN13A	POSTAGE	02/04/2013	02/14/2013	86.34
	1978 - APACHE COUNTY	VPLJAN13	POSTAGE	02/05/2013	02/14/2013	48.97
	2759 - ASHLEY HERSCHEL E	1234JAN13	CRIME VICTIM COMP	01/03/2013	02/14/2013	150.32
	1708 - AT&T	6882263FEB13	ACCT 030-356-0705-001	02/04/2013	02/13/2013	81.34
	1465 - ATENCIO ANNA M	2012013	SUPERIOR CT	02/01/2013	02/13/2013	623.33
	2772 - ATENCIO RAE LYNN	12713A	TRAVEL - PHX	02/06/2013	02/13/2013	218.71
	1068 - AZ ASSN OF COUNTY PLANNING DIRECTORS	100.00	2013AACPD DUES	02/04/2013	02/14/2013	100.00
	1069 - AZ COUNTIES INSURANCE POOL	2013084	COUNTY MANAGER	02/05/2013	02/14/2013	45.00
	2732 - AZ HISTORICAL SOCIETY SOUTHERN AZ CHAPTER	1144	ACPL	01/18/2013	02/14/2013	39.90
	1753 - AZ REPUBLIC	4113853	ATTORNEYS OFFICE	02/07/2013	02/13/2013	347.91
	1096 - AZ SUPREME COURT	201300000149	ACCT 1001	01/14/2013	02/13/2013	1,500.00
	1096 - AZ SUPREME COURT	201300000226	ACCT 1004	01/14/2013	02/13/2013	4,500.00
	2628 - BANNER GOOD SAMARITAN MEDICAL CENTER	1220FEB13	VICTIMS COMP	02/07/2013	02/13/2013	3,020.25
	2628 - BANNER GOOD SAMARITAN MEDICAL CENTER	1302FEB13	ATTORNEY	02/07/2013	02/13/2013	3,721.75
	1056 - BARKMAN EVAN C	JAN13	RETIREMENT	02/04/2013	02/14/2013	184.37
	1675 - BARNES PARTICIA M	APLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	680.00
	1675 - BARNES PARTICIA M	RVPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	1,380.00
	1222 - BAUMAN HOME AND AUTO INC	12900534434	ACCT 461008	02/04/2013	02/14/2013	3.62
	1222 - BAUMAN HOME AND AUTO INC	12901613926	ACCT 561079	01/09/2013	02/13/2013	19.36
	1222 - BAUMAN HOME AND AUTO INC	12901614737	ACCT 561168	01/23/2013	02/14/2013	30.82
	1222 - BAUMAN HOME AND AUTO INC	12901615199	ACCT 561074	01/31/2013	02/14/2013	17.36
	1370 - BEGAY SARAH MAE	0933	ACPL	02/01/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	0938	ACPL	02/04/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	0941	ACPL	02/05/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	1929	ACPL	02/06/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	1930	ACPL	02/05/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	1939	ACPL	02/06/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	1940	ACPL	02/06/2013	02/14/2013	38.00
	1370 - BEGAY SARAH MAE	1942	ACPL	02/05/2013	02/14/2013	38.00
	1234 - BLUE HILLS ENVIRONMENTAL	47961	SANDERS COURT	01/24/2013	02/13/2013	18.00
	1234 - BLUE HILLS ENVIRONMENTAL	7403	SANDERS COURT	12/14/2012	02/13/2013	3.00
	1234 - BLUE HILLS ENVIRONMENTAL	7406	SANDERS COURT	12/31/2012	02/13/2013	3.00

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1234 - BLUE HILLS ENVIRONMENTAL	7408	SANDERS COURT	01/07/2013	02/13/2013	5.00
1234 - BLUE HILLS ENVIRONMENTAL	9136215	ACCT 103904	02/01/2013	02/13/2013	51.83
1164 - BRADCO	10187	ACCT 50037-1	01/28/2013	02/13/2013	3,795.15
1164 - BRADCO	10227	Stock Oil	01/28/2013	02/14/2013	2,794.46
1164 - BRADCO	10295	ACCT 50038-1	01/31/2013	02/13/2013	2,224.89
1647 - BROWN DEVIN R	22113A	ATTORNEY	02/06/2013	02/14/2013	209.99
1747 - CDW GOVERNMENT LLC	X004920	Computer accessories	01/28/2013	02/14/2013	193.21
1747 - CDW GOVERNMENT LLC	X149718	Software license	01/31/2013	02/14/2013	1,092.42
1747 - CDW GOVERNMENT LLC	X181945	ACCT 0413491	01/31/2013	02/14/2013	499.52
1747 - CDW GOVERNMENT LLC	X195989	Computer accessories	01/31/2013	02/14/2013	21.66
1715 - CENTER FOR DISEASE DETECTION LLC	977284	ACCT 14784	01/31/2013	02/14/2013	207.50
1909 - CENTER POINT LARGE PRINT	1072831	LIBRARY	02/01/2013	02/13/2013	82.68
2499 - COPQUEST INCORPORATED	C13308402	Uniform supplies	01/07/2013	02/14/2013	2,347.00
2499 - COPQUEST INCORPORATED	C13310535	Uniform supplies	01/22/2013	02/14/2013	408.15
1447 - CUPPS WILLIAM	JAN13	RETIREMENT	02/04/2013	02/14/2013	220.00
2763 - DAVIS CARMELITA	12213R	TRAVEL - PHX	01/29/2013	02/13/2013	54.00
1044 - DAYS INN (ST JOHNS)	390327159MILLER	ACSO	01/16/2013	02/14/2013	133.24
1044 - DAYS INN (ST JOHNS)	62249408MILLER	ACSO	01/01/2013	02/14/2013	199.86
1044 - DAYS INN (ST JOHNS)	62509151MILLER	ACSO	01/08/2013	02/14/2013	199.86
1044 - DAYS INN (ST JOHNS)	890108938MILLER	ACSO	01/30/2013	02/14/2013	133.24
1044 - DAYS INN (ST JOHNS)	906405418MILLER	ACSO	01/22/2013	02/14/2013	199.86
1352 - DEDMAN JOSEPH	20513R	ACSO	02/07/2013	02/14/2013	172.64
1352 - DEDMAN JOSEPH	22513A	ADA CONFERENCE	02/07/2013	02/14/2013	304.20
1125 - DELL COMPUTER CORPORATION	XJ2VNF9M7	E-quote 1017578854302 OptiPlex 7010	01/24/2013	02/14/2013	1,828.90
1125 - DELL COMPUTER CORPORATION	XJ31P4182	ACCT 015254969	01/29/2013	02/13/2013	90.41
1195 - DICK ERNEST W	20713	TRAVEL - VICTIMS COMP MEETING	02/07/2013	02/13/2013	110.44
2671 - DOUGLAS LETICIA A	13113AM	SUPERIOR CT	01/31/2013	02/13/2013	40.00
2671 - DOUGLAS LETICIA A	13113PM	SUPERIOR CT	01/31/2013	02/13/2013	40.00
1258 - DUCKWALL ALCO STORES INC	40501013	ACLD	02/05/2013	02/14/2013	35.14
1347 - EAGAR BRANNON	20513R	ACSO/ DISPATCH	02/07/2013	02/14/2013	66.00
1523 - EMBASSY SUITES	42700DEDMAN	A942	02/01/2013	02/14/2013	159.71
1587 - EMPIRE MACHINERY	EMPS3056680	ACCT 0055908	01/24/2013	02/14/2013	176.82
1133 - FERRELLGAS	1074136335	ACCT 56782684	12/28/2012	02/14/2013	1,038.70
1993 - FERRIS TOWING	490756	ACSO	02/06/2013	02/14/2013	280.00
2625 - FLAGSTAFF MEDICAL CENTER	1333301	ATTORNEY	02/01/2013	02/13/2013	150.00
2625 - FLAGSTAFF MEDICAL CENTER	1333302	ATORNEYS OFFICE	02/01/2013	02/13/2013	150.00
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GG444580	ACCT11902	01/29/2013	02/14/2013	248.60
1135 - FRONTIER	1960797DEC12FEB1	ACCT 928-196-0797-051903-8	02/21/2013	02/13/2013	872.00
1135 - FRONTIER	7555000FEB13	ACCT 928-755-5000-102709-8	02/01/2013	02/13/2013	64.00
1135 - FRONTIER	7555001FEB13	ACCT 928-755-5001-102709-8	02/01/2013	02/13/2013	65.03

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1135 - FRONTIER	7555002FEB13	ACCT 928-755-5002-102709-8	02/01/2013	02/13/2013	65.03
1714 - GALL'S INC (ARAMARK)	BC00009536	ACCT 3656981	01/31/2013	02/14/2013	107.47
1803 - GALLUP LUMBER & SUPPLY	446751	ACCT 1955	02/04/2013	02/14/2013	147.24
1803 - GALLUP LUMBER & SUPPLY	446753	ACCT 1955	02/04/2013	02/14/2013	35.98
1166 - GEXPRO	514198881	Electrical - SJ Clinic	01/11/2013	02/13/2013	107.63
1166 - GEXPRO	514199007	Electrical - SJ Clinic	01/16/2013	02/13/2013	2,950.11
1166 - GEXPRO	514199011	Electrical - SJ Clinic	01/16/2013	02/13/2013	266.85
1381 - GILLESPIE CURTIS	34598	ACLD	02/04/2013	02/14/2013	4.39
1744 - GRAINGER	9040282791A	ADDITIONAL AMT NOT INCLUDED IN PO 818	01/15/2013	02/14/2013	55.20
1199 - GRAVES PROPANE CO INC	630463	ACCT 9001800-15	01/28/2013	02/13/2013	1,444.90
1199 - GRAVES PROPANE CO INC	630490	ACCT 9001800-12	01/31/2013	02/13/2013	1,162.02
1199 - GRAVES PROPANE CO INC	949631	9001800-17	01/22/2013	02/14/2013	1,730.05
1246 - GREER COMMUNITY FACILITIES	MAR13	RENT	02/11/2013	02/13/2013	728.00
1757 - GUINN ADA C	22213A	EM ACADEMY	01/28/2013	02/14/2013	861.00
1626 - GUINN RICHARD C	21913A	TRAVEL - PHX & EMITTSBURG MD	01/24/2013	02/13/2013	642.00
2472 - HALWOOD LORENA T	20713	TRAVEL - VICTIMS COMP MEETING	02/07/2013	02/13/2013	121.04
1618 - HERRERA ROSCOE GEORGE	13013R	SHERIFF	02/05/2013	02/14/2013	5.00
1643 - HOGLE WEBB	12313A	TRAVEL - NEW ORLEANS	01/23/2013	02/13/2013	2,031.00
1142 - HOME DEPOT	20513	Building and Grounds Supplies	02/05/2013	02/13/2013	8.66
1142 - HOME DEPOT	4110484642	HEALTH DEPT	01/17/2013	02/14/2013	288.96
1259 - HOOVER BILLIE G	201301B	SUPERIOR CT	01/31/2013	02/13/2013	697.50
1882 - INGRAM LIBRARY SERVICES	70330872	ACCT 2007953	01/30/2013	02/14/2013	30.89
1882 - INGRAM LIBRARY SERVICES	70360947	20B5486	01/31/2013	02/14/2013	104.38
1882 - INGRAM LIBRARY SERVICES	70361030	20C4216	01/31/2013	02/14/2013	11.33
1882 - INGRAM LIBRARY SERVICES	70361031	20C4216	01/31/2013	02/14/2013	36.92
1882 - INGRAM LIBRARY SERVICES	70361032	20C4216	01/31/2013	02/14/2013	15.75
1882 - INGRAM LIBRARY SERVICES	70361033	20C4216	01/31/2013	02/14/2013	107.67
1882 - INGRAM LIBRARY SERVICES	70361034	20C4216	01/31/2013	02/14/2013	30.61
1882 - INGRAM LIBRARY SERVICES	70361035	20C4216	01/31/2013	02/14/2013	75.16
1882 - INGRAM LIBRARY SERVICES	70382764	2007953	02/01/2013	02/14/2013	72.76
1882 - INGRAM LIBRARY SERVICES	70389075	ACCT 20B5486	02/03/2013	02/13/2013	108.64
1517 - INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC	1001051526EAGAR	RENEWAL	01/09/2013	02/13/2013	120.00
1940 - JEREMY O'BRIEN'S PEST & TERMITE CONTROL LLC	16906	SJ SENIOR CENTER	12/13/2012	02/13/2013	55.00
1940 - JEREMY O'BRIEN'S PEST & TERMITE CONTROL LLC	17156	SJ SENIOR CENTER	01/14/2013	02/13/2013	55.00
2316 - KENDALL AND SON LTD	1117	ACSO	01/29/2013	02/14/2013	412.00
1611 - KINDIG GLORIA	12172012	SUPERIOR CT	12/17/2012	02/13/2013	239.55
1611 - KINDIG GLORIA	7102012	SUPERIOR CT	07/10/2012	02/13/2013	126.13
1551 - KONICA MINOLTA	223605851	ACCT 101-KMBS-0127	01/31/2013	02/14/2013	36.24
1471 - L R INVESTIGATIONS LLC	10243	SUPERIOR CT	01/29/2013	02/13/2013	250.00

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1471 - L R INVESTIGATIONS LLC	10244	SUPERIOR CT	01/29/2013	02/13/2013	930.00
1489 - LAW OFFICES OF MATTHEW L RIGG	20812	SUPERIOR CT	01/31/2013	02/13/2013	82.50
1489 - LAW OFFICES OF MATTHEW L RIGG	20814	SUPERIOR CT	01/31/2013	02/13/2013	203.50
1020 - LAW OFFICES OF VICTORIA L EARLE	809	Professional Services	01/31/2013	02/13/2013	214.50
1020 - LAW OFFICES OF VICTORIA L EARLE	818	Professional Services	01/31/2013	02/13/2013	88.00
1867 - MAHER LYNNDEE IVYTTE	CPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	128.00
1867 - MAHER LYNNDEE IVYTTE	VPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	139.00
1866 - MAHER WENDIAYN ALLYSON	CPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	128.00
1866 - MAHER WENDIAYN ALLYSON	VPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	139.00
1006 - MCCARTHY CHRIS	22513A	TRAVEL - PRESCOTT, AZ	01/22/2013	02/13/2013	210.54
1539 - MISSION UNIFORM & LINEN	310101390	ACCT 151903-00	01/30/2013	02/13/2013	68.09
1780 - NAPA	888373	acct 1060	01/10/2013	02/13/2013	154.01
1854 - NAVAJO TIMES PUBLISHING COMPANY INC	C13025	ADVERTISING	01/10/2013	02/13/2013	172.20
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079054JAN13	ACCT 60079054	01/22/2013	02/13/2013	47.45
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60241617JAN13	ACCT 60241617	01/22/2013	02/13/2013	61.62
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60294935JAN13	ACCT 60294935	01/22/2013	02/13/2013	587.12
1885 - NAVOPACHE ELECTRIC COOPERATIVE	4008005FEB13	ACCT 4008005	02/05/2013	02/13/2013	473.55
2368 - NELSON LORRAINE W	20713	VICTIMS COMP MEETING	02/07/2013	02/13/2013	112.10
1783 - NEW WORLD SYSTEMS CORPORATION	24675	PROJECT APA1635-C-12-01-B-05	12/20/2012	02/13/2013	600.00
1783 - NEW WORLD SYSTEMS CORPORATION	25376	PROJECT APA1635-C-12-01-B-05	01/28/2013	02/13/2013	18,400.00
1783 - NEW WORLD SYSTEMS CORPORATION	25445	PROJECT APA1635-C-12-01-B-05	01/24/2013	02/13/2013	600.00
1783 - NEW WORLD SYSTEMS CORPORATION	25643	PROJECT APA1635-C-12-01-B-05	01/31/2013	02/13/2013	1,765.92
1402 - NORCHEM DRUG TESTING LABORATORY	2012123133860	ACCT 3386.0	01/02/2013	02/13/2013	185.50
1160 - NORTHLAND PIONEER COLLEGE	12213	TRAINING	01/23/2013	02/13/2013	412.50
1616 - NOTAH ANTONY C	13013R	TRAVEL - PINETOP	02/06/2013	02/13/2013	11.00
1835 - OCLC INC	219962	ACCT 6382	01/31/2013	02/13/2013	210.00
1835 - OCLC INC	224281	ACCT 01OCLC00083109	01/31/2013	02/13/2013	66.02
1629 - OFFICE DEPOT	642911150001	ACCT 89515665	01/24/2013	02/13/2013	170.45
1590 - ORTEGA SHAWNA	2062013	SUPERIOR COURT	02/06/2013	02/13/2013	448.00
1449 - OSBORN JOSHUA DEON	22113A	TRAVEL - PHX	01/17/2013	02/13/2013	209.99
1740 - OVERDRIVE INC	115604700	ACCT 2763-0001	01/29/2013	02/13/2013	528.14

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1765 - PERFECT PRINTZ LLC	16373	TREASURER	01/23/2013	02/13/2013	242.81
1308 - PERKINS CEPHAS ALLAN	272013	MEALS W/ VICTIMS COMP BOARD	02/07/2013	02/13/2013	44.66
2761 - PINNELL FRANK EDWARD	14095	REIMBURSEMENT	01/19/2013	02/13/2013	174.49
1049 - PITNEY BOWES	447846	ACCT 0015-8108-88-6	01/31/2013	02/13/2013	449.16
1201 - PLATT DDS RANDOLPH	1211JAN13	VICTIMS COMP	09/25/2012	02/13/2013	421.90
1396 - PLATT MARCOR B	ACAO0008	Professional Services	02/06/2013	02/13/2013	2,000.00
2770 - PRAXAIR DISTRIBUTION INC	45068464	ACCT DX442	01/18/2013	02/13/2013	298.88
1720 - PRECISION CLEANING & JAN SERVICE	SPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	800.00
1925 - PRICE AMBER MARIE	22413A	TRAVEL - AVONDALE, AZ	01/15/2013	02/13/2013	570.39
2758 - PTEXPRESSION	253	health dept	01/25/2013	02/13/2013	141.76
1886 - QUALITY CARQUEST	4803248641	acct 323	01/29/2013	02/13/2013	8.30
1745 - QUILL CORP	8948985	ACCT C6330872	01/25/2013	02/13/2013	175.67
1088 - ROGERS STEPHEN K	LABFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	200.00
1088 - ROGERS STEPHEN K	SJPLFEB13	JANITORIAL SVCS	02/11/2013	02/13/2013	998.00
1695 - ROSER LAW OFFICE PLLC	201301	SUPERIOR CT	01/30/2013	02/13/2013	219.45
1914 - ROVIDA DANIELA	11613R	TRAVEL - LIBRARY-MANAGERS MEETING	02/04/2013	02/13/2013	21.10
1800 - RUSH TRUCK CENTER	6319712	ACCT 04119	01/23/2013	02/13/2013	59.62
1536 - SAFEWAY INC	798967	HEALTH DEPT	01/18/2013	02/13/2013	156.71
1536 - SAFEWAY INC	798969	HEALTH DEPT	02/05/2013	02/13/2013	6.16
1494 - SANDERS UNIFIED SCHOOL DISTRICT	MAR13	RENT	02/11/2013	02/13/2013	300.00
1928 - SANOFI PASTEUR INC	901171951	Flu Vaccine	01/28/2013	02/13/2013	1,144.93
1862 - SATCOM GLOBAL INC	AI02130043	ACCT 110082	02/01/2013	02/13/2013	146.77
1050 - SCHIFF LAURENCE	JAN13	JAIL	02/07/2013	02/13/2013	900.00
1999 - SCHINDLER ELEVATOR CORPORATION	8103389699	ACCT 5000114449	02/01/2013	02/13/2013	725.00
1860 - SECURUS TECHNOLOGIES INC	IDA00003313	Inmate Phone Calls	02/04/2013	02/13/2013	628.45
1223 - SENTRY FIRE AND WELDING SUPPLY INC	26973B	ACCT APACHE CO	01/25/2013	02/13/2013	102.82
2480 - SERVICE SOLUTIONS GROUP LLC	50695056	ACCT 127190	02/01/2013	02/13/2013	71.20
1709 - SHI INTERNATIONAL CORP	B00927490	Windows 8 Pro - 6 upgrade licenses	01/31/2013	02/13/2013	783.97
1286 - SHUPE ARTHUR H	201301	SUPERIOR CT	02/05/2013	02/13/2013	852.75
1286 - SHUPE ARTHUR H	201302	SUPERIOR CT	02/05/2013	02/13/2013	750.00
1700 - SPARKLETTS WATER	11120955020113	ACCT 522873411120955	02/01/2013	02/13/2013	24.65
1490 - ST JOHNS CITY	41140001JAN13	ACCT 41140001	01/31/2013	02/13/2013	190.50
1490 - ST JOHNS CITY	42810003JAN13	ACCT 42810003	01/31/2013	02/13/2013	105.78
1490 - ST JOHNS CITY	42909000JAN13	ACCT 42909000	01/31/2013	02/13/2013	21.21
1490 - ST JOHNS CITY	42910015JAN13	ACCT 42910015	01/31/2013	02/13/2013	155.49
1490 - ST JOHNS CITY	51562000JAN13	ACCT 51562000	01/31/2013	02/13/2013	131.31
1490 - ST JOHNS CITY	51850001JAN13	ACCT 51850001	01/31/2013	02/13/2013	120.80
1490 - ST JOHNS CITY	51855001JAN13	ACCT 51855001	01/31/2013	02/13/2013	322.66
1490 - ST JOHNS CITY	51860001JAN13	ACCT 51860001	01/31/2013	02/13/2013	93.31

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1490 - ST JOHNS CITY	53030004JAN13	ACCT 53030004	01/31/2013 02/13/2013 50.18
1490 - ST JOHNS CITY	62480001JAN13	ACCT 62480001	01/31/2013 02/13/2013 148.32
1490 - ST JOHNS CITY	62495003JAN13	ACCT 62495003	01/31/2013 02/13/2013 48.74
1490 - ST JOHNS CITY	62500003JAN13	ACCT 62500003	01/31/2013 02/13/2013 48.74
1762 - STAFFNIK JAMES G	20213	SUPERIOR CT	02/04/2013 02/13/2013 30.00
2764 - STANDARD ELECTRIC WHOLESALE LLC	28317	B & M	01/24/2013 02/13/2013 37.86
2764 - STANDARD ELECTRIC WHOLESALE LLC	28318	HEALTH DEPT	01/24/2013 02/13/2013 158.97
2764 - STANDARD ELECTRIC WHOLESALE LLC	28381	HEALTH DEPT	01/30/2013 02/13/2013 313.44
2764 - STANDARD ELECTRIC WHOLESALE LLC	28462	HEALTH DEPT	02/05/2013 02/13/2013 165.78
1750 - STERICYCLE INC	3002139317	ACCT 6079571	02/01/2013 02/13/2013 384.96
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1483127	HEALTH DEPT	01/09/2013 02/13/2013 102.87
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1483137	HEALTH DEPT	12/10/2012 02/13/2013 71.25
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1485364	HEALTH DEPT	01/04/2013 02/13/2013 102.87
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1485726	HEALTH DEPT	12/21/2012 02/13/2013 102.87
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1486776	HEALTH DEPT	01/04/2013 02/13/2013 102.87
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1487620	HEALTH DEPT	01/02/2013 02/13/2013 102.87
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1490515	HEALTH DEPT	01/04/2013 02/13/2013 96.55
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	1490809	HEALTH DEPT	01/15/2013 02/13/2013 96.55
1927 - TAYLOR-LARIOS CONNIE	22413A	AVONDALE, AZ	01/22/2013 02/13/2013 129.00
1015 - TERRA VISA GROUP	130106	HEALTH DEPT	01/31/2013 02/13/2013 850.00
2752 - THE NATIONAL JUDICIAL COLLEGE	2035668	CONF FEE	01/25/2013 02/13/2013 245.00
1678 - THE WOOD LAW OFFICE (RONALD WOOD)	201301	SUPERIOR CT	01/28/2013 02/13/2013 6,650.00
1678 - THE WOOD LAW OFFICE (RONALD WOOD)	201301NC	SUPERIOR CT	02/04/2013 02/13/2013 206.25
1215 - TJP COMMUNICATIONS	13023	Professional Services	02/01/2013 02/13/2013 36.04
1215 - TJP COMMUNICATIONS	13025	Professional Services	02/04/2013 02/13/2013 350.00
1215 - TJP COMMUNICATIONS	13026	Professional Services	02/05/2013 02/13/2013 150.00
2768 - TPX ENTERPRISES	1313	ACSO	01/03/2013 02/13/2013 287.92
2768 - TPX ENTERPRISES	1313A	ACSO	01/03/2013 02/13/2013 201.72
2370 - TROTTER KELLY MARIE	1210FEB13	ATTORNEYS OFFICE	02/07/2013 02/13/2013 134.64
1833 - UNIVERSAL FLEET CARD	ACSOFEB13	ACCT QS731	02/10/2013 02/13/2013 1,966.27

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1573 - US POSTMASTER	1314MAINTFEE	RECORDERS OFFICE	02/11/2013 02/13/2013 635.00
1573 - US POSTMASTER	1314PERMITFEE	RECORDERS OFFICE	02/11/2013 02/13/2013 200.00
1845 - VERIZON WIRELESS	1157747562JAN13	ACCT 469898874-00002	01/21/2013 02/13/2013 85.57
1845 - VERIZON WIRELESS	1158461537JAN13	ACCT 471279824-00001	01/23/2013 02/13/2013 65.25
1845 - VERIZON WIRELESS	1158925574JAN13	ACCT 971128644-00001	01/25/2013 02/13/2013 40.01
1845 - VERIZON WIRELESS	1159754940JAN13	ACCT 270809866-00001	01/28/2013 02/13/2013 518.52
1845 - VERIZON WIRELESS	1160163301FEB13	ACCT 362749116-00001	02/01/2013 02/13/2013 185.21
1845 - VERIZON WIRELESS	1160170657FEB13	ACCT 563308910-00001	02/01/2013 02/13/2013 31.87
1556 - VOTES UNLIMITED	50559	Anti-Drug Pencils	02/07/2013 02/13/2013 1,771.25
2369 - WAUNEKA CHARLENE	1117FEB13	VICTIMS COMP	02/07/2013 02/13/2013 453.00
2471 - WELLS FARGO BANK	1707369401DEDMAN	XXXX-5784	02/05/2013 02/13/2013 135.92
2471 - WELLS FARGO BANK	1707370901EAGAR	XXXX-5784	02/05/2013 02/13/2013 135.92
2471 - WELLS FARGO BANK	ADA13DEDMAN	XXXX-5784-REG	02/07/2013 02/13/2013 175.00
1608 - WENGERT DELWIN	13013	MEALS-MEETING W/ DOYEL SHAMLEY	01/30/2013 02/13/2013 25.06
1506 - WESTERN STATES SHERIFFS ASSN	761	MEMBERSHIP DUES	02/06/2013 02/13/2013 100.00
1686 - WHITE MOUNTAIN PUBLISHING CO	7177	ACCT 80267C	01/28/2013 02/13/2013 7,718.34
1686 - WHITE MOUNTAIN PUBLISHING CO	82932601	ACCT W80267	01/04/2013 02/13/2013 20.13
1686 - WHITE MOUNTAIN PUBLISHING CO	82933001	ACCT W80267	01/04/2013 02/13/2013 20.13
1686 - WHITE MOUNTAIN PUBLISHING CO	82956001	ACCT W80267	01/04/2013 02/13/2013 17.07
1686 - WHITE MOUNTAIN PUBLISHING CO	82956201	ACCT W80267	01/04/2013 02/13/2013 17.07
1686 - WHITE MOUNTAIN PUBLISHING CO	82978801	ACCT W80267	01/09/2013 02/13/2013 20.13
1686 - WHITE MOUNTAIN PUBLISHING CO	82992801	ACCT W80267	01/16/2013 02/13/2013 17.07
1686 - WHITE MOUNTAIN PUBLISHING CO	82992901	ACCT W80267	01/16/2013 02/13/2013 33.56
1686 - WHITE MOUNTAIN PUBLISHING CO	83039801	ACCT W80267	01/16/2013 02/13/2013 20.13
1686 - WHITE MOUNTAIN PUBLISHING CO	83103401	ACCT W80267	01/25/2013 02/13/2013 17.07
1686 - WHITE MOUNTAIN PUBLISHING CO	83122901	ACCT W80267	01/25/2013 02/13/2013 20.13
1686 - WHITE MOUNTAIN PUBLISHING CO	83142201	ACCT W80267	01/25/2013 02/13/2013 17.07
1686 - WHITE MOUNTAIN PUBLISHING CO	83160101	ACCT W80267	01/31/2013 02/13/2013 20.13
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600443	RV JC	01/31/2013 02/13/2013 14.00
1861 - WHITE MOUNTAIN PURIFIED	600559	B & M	02/05/2013 02/13/2013 14.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
WATER & ICE			
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600562	SUPERIOR CT	02/05/2013 02/13/2013 28.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600563	ACSO	02/05/2013 02/13/2013 70.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600566	COMM DEV	02/05/2013 02/13/2013 14.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600568	FINANCE	02/05/2013 02/13/2013 28.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600570	HEALTH DEPT	02/05/2013 02/13/2013 14.00
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	608	COMM DEV	02/01/2013 02/13/2013 12.00
1413 - WHITE MOUNTAIN RADIOLOGY	1483127	HEALTH DEPT	01/09/2013 02/13/2013 34.53
1413 - WHITE MOUNTAIN RADIOLOGY	1483137	HEALTH DEPT	12/10/2012 02/13/2013 26.42
1413 - WHITE MOUNTAIN RADIOLOGY	1490515	HEALTH DEPT	01/14/2013 02/13/2013 34.53
1413 - WHITE MOUNTAIN RADIOLOGY	1490809	HEALTH DEPT	01/15/2013 02/13/2013 34.53
1581 - WHITING GARRET LEE	22113A	TRAVEL - PHX	02/11/2013 02/13/2013 464.38
2501 - WILSON MARY J	12213R	TARVEL - PHX	01/28/2013 02/13/2013 358.24
1202 - WOODLAND BUILDING CENTER	A300208669	Building and Ground Supplies	01/02/2013 02/13/2013 1.38
1202 - WOODLAND BUILDING CENTER	A300209037	Remodel SJ Clinic	01/14/2013 02/13/2013 275.36
1202 - WOODLAND BUILDING CENTER	A300209072	Building and Ground Supplies	01/14/2013 02/13/2013 34.76
1202 - WOODLAND BUILDING CENTER	A300209110	Building and Ground Supplies	01/15/2013 02/13/2013 17.38
1202 - WOODLAND BUILDING CENTER	A300209179	Building and Ground Supplies	01/17/2013 02/13/2013 12.64
1202 - WOODLAND BUILDING CENTER	A300209304	Remodel SJ Clinic	01/23/2013 02/13/2013 9.67
1202 - WOODLAND BUILDING CENTER	A400177034	Building and Grounds Supplies	11/19/2012 02/13/2013 12.79
1202 - WOODLAND BUILDING CENTER	A400178383	Remodel SJ Clinic	01/22/2013 02/13/2013 96.27
1202 - WOODLAND BUILDING CENTER	A500152052	Building and Grounds Supplies	08/27/2012 02/13/2013 6.58
1202 - WOODLAND BUILDING CENTER	A500155285	Building and Ground Supplies	01/04/2013 02/13/2013 92.72
1202 - WOODLAND BUILDING CENTER	A500155330	Repairs and Maintenance	01/07/2013 02/13/2013 56.16
1202 - WOODLAND BUILDING CENTER	A500155695	Building and Ground Supplies	01/23/2013 02/13/2013 59.29
1202 - WOODLAND BUILDING CENTER	A600235264	Building and Ground Supplies	01/03/2013 02/13/2013 18.00
1202 - WOODLAND BUILDING CENTER	A600235523	Repairs and Maintenance	01/09/2013 02/13/2013 65.83
1202 - WOODLAND BUILDING CENTER	A600236264	Building and Ground Supplies	01/28/2013 02/13/2013 6.90
1202 - WOODLAND BUILDING CENTER	A600236487	Tools	02/04/2013 02/13/2013 43.14
1202 - WOODLAND BUILDING CENTER	A600236488	Repair and Maintenance Supplies	02/04/2013 02/13/2013 47.68
Total Selected Invoices: 272			\$123,638.18



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **TREASURER**

Date: **02/19/13** Signature: _____

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

Request authorization to create a Temporary Clerk position at \$8.20 per hour for a period of 120 days.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

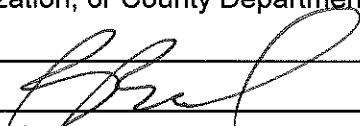
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 2/11/13



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

Request approval to convert the full time vacant Admin III to a part time Admin I and fill the vacancy.

BOS Meeting Date Requested 2/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: HUMAN RESOURES

Date: 02/19/13

Signature: [Handwritten Signature]

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

Request authorization to convert the currently vacant H.R. Technician (range 32) to a part time (19 hour) Administrative Assistant I (range 22) position and fill the vacancy. The estimated salary only cost for the new position will be \$10,371.63 per year. This action will result in an annual savings of \$35,085.95.

Date & Time Needed:

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature: [Handwritten Signature]

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 2/5/13

Signature: *[Handwritten Signature]*

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

Request authorization to: Extend the temporary employment of Betty Coplan through June 30, 2013 utilizing the Recorder's Surcharge Fund

Date & Time Needed: BOS meeting on 02/19/13

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other: SENT TO H.R.

Legal Review:

Signature: see attached email

IT Review:

Signature:

Purchasing Review:

Signature:

Engineering Review:

Signature:

Other Review:

Signature: *[Handwritten Signature]*

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **RECORDER**

Date: **02/19/13**

Signature: *[Handwritten Signature]*

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

Request authorization to reclassify the Administrative Assistant II (range 26) position to an Administrative Assistant III (range 30). Additional funding for this action will come from the surcharge fund.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Building & Maintenance

Date: 2/7/13

Signature: [Handwritten Signature]

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

District One requesting authorization to remove Gloria Bowman from probationary status effective February 13, 2013 with the 2.5% end of probation increase; request authorization to hire Randy Bia full time as Road Maintenance Worker II starting February 11, 2013 with six months probation.

Date & Time Needed: February 18, 2013

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature: 2-11-13

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

PERMISSION TO GO TO BID FOR LABOR, EQUIPMENT AND INSTALLATION TO BRING ABOVE GROUND FUEL STORAGE TANKS INTO NAVAJO NATION EPA COMPLIANCE AT GANADO AND CHINLE.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 2/4/13

Signature: _____

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

Request authorization to: Re-new the Recorder's Software Computerized System Maintenance Agreement for another 5 years beginning on 5/1/13 – 4/30/18

Date & Time Needed: BOS meeting on 02/19/13

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

Legal Review: _Joe Young has reviewed and signed off_____

Signature: ___see attached email___

IT Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Engineering Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Kristl Jones

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, January 30, 2013 6:00 PM
To: Kristl Jones; LeNora Y. Fulton
Subject: RE: New Maintenance Agreement

Yes, that is a valid contract generally complying with the legal requirements for such agreements.

From: Kristl Jones [kjones@co.apache.az.us]
Sent: Wednesday, January 30, 2013 4:48 PM
To: Joe Young; LeNora Y. Fulton
Subject: FW: New Maintenance Agreement

Joe,

Here is the updated Maintenance Agreement. Please look over again and sign off with your blessing to put before the next BOS meeting. Thanks.

From: Bruce Ellsworth [mailto:Bruce@saulscreek.com]
Sent: Wednesday, January 30, 2013 4:10 PM
To: Kristl Jones
Subject: RE: New Maintenance Agreement

Hi Kristl-

Attached is a revised Agreement with the liability change Joe requested. I changed the date of the Agreement to Jan 30th so you can tell the two versions apart.

Please let me know if there is anything else.

Thanks - Bruce

From: Kristl Jones [mailto:kjones@co.apache.az.us]
Sent: Wednesday, January 30, 2013 3:45 PM
To: Bruce Ellsworth
Subject: RE: New Maintenance Agreement

No, I don't think so. He didn't give any indication to do so. Thanks.

From: Bruce Ellsworth [mailto:Bruce@saulscreek.com]
Sent: Wednesday, January 30, 2013 3:45 PM
To: Kristl Jones
Subject: RE: New Maintenance Agreement

Hi Kristl-

Have been out of the office all day, visiting Santa Cruz County.
Will get this to you shortly.

COMPUTERIZED SYSTEM MAINTENANCE AGREEMENT

This Computerized System Maintenance Agreement (the "Agreement") is entered into as of January 30, 2013, between Saul's Creek Engineering, LLC, of PO Box 17030, Tucson AZ 85731-7030 ("Saul's Creek Engineering"), and Apache County Recorder's Office of 75 W Cleveland, St Johns, AZ 85936 ("County").

WHEREAS, Saul's Creek Engineering has developed a certain proprietary software and computer hardware system known as **theCountyRecorder™** (the "System"); and

WHEREAS, County has purchased the System from Saul's Creek Engineering; and

WHEREAS, County desires maintenance, support and services of the System.

NOW, THEREFORE, the undersigned, by execution of this Agreement do hereby agree as follows:

1. SERVICE ITEMIZATION. Maintenance, support and services will be provided to the County for a period of five years beginning on May 1, 2013. A summary of services provided under this agreement are shown in the following table:

Qty	Description	Reference	Unit Price	Total
	Recurring Costs - Monthly:			
1	Maintenance & Support	Para. 3	\$750.00	\$750.00
1	Public Search Hosting	Para. 4	\$300.00	\$300.00
	Total Monthly Recurring Costs	Para. 10		\$1,050.00

2. SOFTWARE LICENSE. The County is granted a nonexclusive, non-transferable, limited license to install and use the System software on any computer located on the County LAN (local area network) or WAN (wide area network). This license is limited to sites and computers owned by the County. This license does not allow or provide for use of the System outside the County.

This software license was granted in a Purchase Agreement dated February 23, 2003.

3. SUPPORT AND MAINTAINANCE. This Agreement includes a 5 year System Maintenance, Support and Upgrade Warranty ("Maintenance") commencing on the date specified in the "Service Itemization" section. The Maintenance contract will be automatically renewed annually unless written notice is received 30 days prior to the expiration of each term. Maintenance pricing may be renegotiated annually; any cost increase for years 2-5 shall not exceed the Consumer Price Index established at the time of renewal.

The remote access support service will trouble shoot operator problems, correct database errors, should they occur, and keep the System operational and efficient.

The cost of the Maintenance is \$750.00 per month. Saul's Creek Engineering will bill the County in advance once every 6 months in the amount of \$4,500.00.

The Maintenance specifically does not cover legislative mandated changes.

Cost of programming changes beyond initial System installation and upgrades will be done at the County's expense on a time and materials basis to be negotiated at the time of service.

4. PUBLIC SEARCH HOSTING. Saul's Creek Engineering will provide hosting of a public document search web site ("Hosted Website"). The Hosted Website will allow public access to search both index and image data. Data from the Recorder's Server will be replicated via the internet to the Hosted Website. The Hosted Website is owned by Saul's Creek Engineering, the data is owned by the County. Saul's Creek Engineering will be responsible for development, installation and maintenance of the Hosted Website.

The cost of the Hosted Website is \$300.00 per month commencing on the date specified in the "Service Itemization" section. The Hosted Website includes 60 Gbytes of image storage. Saul's Creek Engineering will bill the County in advance once every 6 months in the amount of \$1,800.00.

The hosting contract will be automatically renewed semi-annually (6 months) unless written notice is received 30 days prior to the expiration of each term. Pricing will change semi-annually as the size of the image store grows. The cost of additional blocks of 10G bytes of storage is based upon a tiered formula as follows:

Current Monthly Hosting Cost

Base Cost:	\$150	
Image Store Cost	\$150	60Gbytes storage or 6 - 10Gbyte blocks
Total Monthly Cost	\$300	

Image Store Cost		
10Gbyte Blocks	Cost Per Block	Current Cost
1-3	\$30	3 * \$30 = \$90
4-6	\$20	3 * \$20 = \$60
7+	\$10	0 * \$10 = \$0

5. FUTURE SYSTEM UPDATES. Future updates to the System may require software and/or hardware upgrades to the County's existing equipment at the County's expense. Future updates that include extended functionality to the System may also require payment of an upgrade fee to Saul's Creek Engineering. The amount of any upgrade fees will be negotiated at the time of upgrade.

6. SYSTEM REQUIREMENTS. Computer requirements for the Recorder's Server and Workstations are specified in System Requirements ("Attachment A"). It is the County's responsibility to insure all existing computers used with the System meet these requirements. Any computers that do not meet these requirements must be upgraded to meet the minimum requirements at the County's expense.

7. HARDWARE MAINTENANCE. It is the County's responsibility to maintain all hardware delivered as part of the System. Saul's Creek Engineering will provide guidance to assist the maintenance of this equipment. Changes made to the Recorder's Server, hardware and software must be coordinated with Saul's Creek Engineering prior to implementation to insure compatibility with the System.

8. DATA BACKUP. It is the County's responsibility to perform data backup of the System database and image store. The System will include software to aid County in performing this task. Saul's Creek Engineering will support the County in their data backup effort but will not be held responsible for ongoing data scheduling and backup of the database and image store.

9. REMOTE ACCESS. The County will be responsible for providing remote access capability to the Recorder's Server as described in System Requirements ("Attachment A"). The Recorder's Server requires remote access by Saul's Creek Engineering to provide support and maintenance.

It would be desirable for both the County and Saul's Creek Engineering if remote access were available from the Recorder's Server to each individual Recorder's Workstation via a VNC connection.

10. PAYMENT. The County will be invoiced for all payments due under this contract. Saul's Creek Engineering will allow a 30-day payment period, within which the County must remit payment in full and in advance, payable by check to Saul's Creek Engineering, LLC, PO Box 17030, Tucson AZ 85731-7030.

11. LATE PAYMENT OF MAINTENACE FEE / HOSTING FEE. Saul's Creek Engineering may terminate this contract if payments are past due. Written notice will be given to the County by Saul's Creek Engineering for intent to terminate this contract for late payment. If payment is not received by Saul's Creek Engineering after 30 days of the written notice this contract will be terminated.

12. FUTURE FUNDING. This Agreement is not intended to be, nor shall it constitute, a multiple-fiscal year financial obligation of County. While County hereby affirms its present intention to appropriate funds sufficient to pay all amounts specified herein in subsequent years, it shall be under no obligation to do so. County's funding obligation with regard to the Hosted Website and/or the System Maintenance, Support and Upgrade Warranty beyond the initial year of this agreement is expressly subject to the County Board appropriating sufficient funds for this specific contractual obligation through the County's annual budget appropriation process. Should the County Board fail or refuse to

budget and appropriate funding for this contractual obligation for any subsequent fiscal year the contractual obligation shall terminate on last day of the fiscal year preceding the year for which funding of the contractual obligation has not been budgeted and appropriated.

The County may cancel the Hosted Website and/or the System Maintenance, Support and Upgrade Warranty at any time by providing Saul's Creek Engineering 30 day written notice. However, in no event shall the County's total financial obligation to Saul's Creek Engineering for these services exceed the funding lawfully budgeted and appropriated for the current fiscal year contractual obligation.

13. MEDIATION. If a dispute relating to this contract is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediation cannot impose binding decisions. The parties to the dispute must agree before and settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice is requesting mediation is sent by one part the other. This Section shall not alter any date in this contract, unless otherwise agreed. Mediation will be located in the state of Arizona and will be managed by a Arizona mediator.

If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof which cannot be resolved by mediation, any suit or proceeding at law or in equity shall be brought in the Arizona Superior Court in Gila County of the State of Arizona. The parties hereby waive any objection to a suit or proceeding brought in the foregoing forum on the grounds that the suit or proceeding is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason.

14. LIMITATIONS OF LIABILITY. Saul's Creek Engineering shall not be liable to County for indirect, special, incidental, exemplary, or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from County's use or inability to use the System, arising from any cause of action whatsoever, including contract, warranty, or strict liability, even if Saul's Creek Engineering has been notified of the possibility of such damages.

Saul's Creek Engineering will make reasonable efforts within its control to correct problems with the System. They will also assist County to remedy problems within the County's control.

15. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such

information to unauthorized third parties during and after the term of this Agreement, to the extent permitted by Arizona law.

16. NOTICES. All notices required or permitted hereunder or under any related agreement or instrument will be deemed delivered when delivered personally in writing or mailed, by certified mail, return receipt requested, or registered mail, to the parties at the following addresses or to such addresses as the respective parties may in writing hereafter direct:

Saul's Creek Engineering, LLC
PO Box 17030
Tucson AZ 85731-7030
ATTN: Bruce Ellsworth

Apache County Recorder's Office
PO Box 425
St Johns, AZ 85936
ATTN: LeNora Fulton

17. GENERAL PROVISIONS.

This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The terms of Attachment A are incorporated into the contract.

Neither this Agreement, nor any rights or obligations hereunder shall be assigned by a party without the prior written consent of the other party.

This Agreement shall be modified only by a written agreement duly executed by all parties hereto.

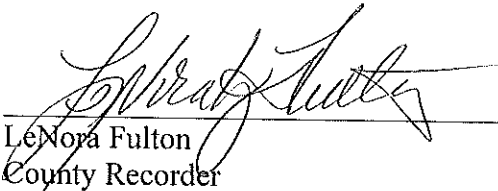
The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Arizona. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

County does not waive any governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address as listed herein, or personally to such other party. A party may change its address for notice hereunder by giving written notice to the other party of the new address.

The parties have executed this Agreement the day and year above written.

Apache County Recorder's Office, Arizona

By:  Date: 1/28/13
LeMora Fulton
County Recorder

Saul's Creek Engineering, LLC


By: _____ Date: _____
Bruce Ellsworth
President

The parties have executed this Agreement the day and year above written.

Apache County Recorder's Office, Arizona

By: _____ Date: _____
LeNora Fulton
County Recorder

Saul's Creek Engineering, LLC

By:  _____ Date: 01-29-2013
Bruce Ellsworth
President

ATTACHMENT A

SYSTEM REQUIREMENTS

Disclaimer

The requirements specified here are subject to change and should be used as a guideline for system installation. As **theCountyRecorder™**, operating systems, and other components evolve, system requirements will change to maintain compatibility with these improvements.

Recorder's Server

The server must meet all hardware and software requirements imposed by the .Net Framework 2.0.

The Recorder's Server requires network connections to all users of **theCountyRecorder™**.

An Internet connection by the Recorder's Server is required. No bandwidth requirements are imposed.

Access to the server with a remote access system, using or Remote Desktop, VNC or a similar access method, from Saul's Creek Engineering's offices is required.

Operating System	Windows 2003 Server x32 Windows 2003 Server x64 Windows 2008 Server x32 Windows 2008 Server x64 Windows 2008 R2 Server x32 Windows 2008 R2 Server x64
Hardware Requirements - Minimum	Pentium 400 128 Mbytes memory
Software Requirements	Internet Explorer 6.0 SP1 or later .Net Framework 3.5 * .Net Framework 2.0 SP2 * SQL Server 2008 or later * Windows Installer 3.1 or later * MDAC 2.8 *
Hard Disk	280Mbytes on x32 OS 610Mbytes on x64 OS

* These software components are installed during **theCountyRecorder™** installation.

Recording Workstations

The Recorder software runs on workstations located in the Recorder's office. The software requires these workstations have a minimal hardware and software level of compatibility.

The workstations must meet all hardware and software requirements imposed by the .Net Framework 2.0.

Operating System	WinXP SP2 WinXP SP2 x64 Windows Vista Windows 7
Hardware Requirements - Minimum	Pentium 400 minimum 96 Mbytes RAM minimum
Software Requirements	Internet Explorer 6.0 SP1 or later .Net Framework 3.5 * .Net Framework 2.0 SP2 * Windows Installer 3.1 or later * MDAC 2.8 *
Hard Disk	280Mbytes on x32 OS 610Mbytes on x64 OS
Video	A screen resolution of 1280 x 1024 or greater is required. The recommended monitor screen size is 17 inches or larger.
Network Connection	A 100M bit/sec network connection; 1000Mbps is recommended.

* These software components are installed during theCountyRecorder™ setup.

Public Search Workstations

Same requirements as Recorder's Workstations.

Database

theCountyRecorder™ requires Microsoft's SQL Server 2008 or greater for its database.

Scanners

Scanners used with theCountyRecorder™ must be 32 bit TWAIN compatible.

Labeling Devices

Support for slip sheet and label printers will be added on an as-needed basis. Printers that have not been qualified for use with theCountyRecorder™ may need to be sent to Saul's Creek Engineering for integration.

Slip sheet printers such as the TPG A760 and A758 are currently supported for printing recording information on original documents and receipts.

Dedicated label printers such as the Dymo LabelWriter series are also supported.

Dedicated label printers such as the Zebra printers are also supported.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: January 24, 2013

Signature: *Dean Egan*

Describe in detail what you want to say to the Board and what action you want the Board to take:
The Apache County Sheriff's Office requests authorization to accept the 2012 Homeland Security
Multi-Jurisdictional Communications Upgrade Grant in the amount of \$59,800.00.

Date & Time Needed:
February 5, 2013

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

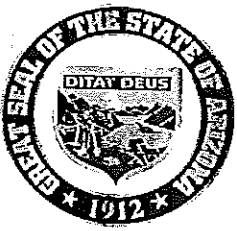
Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

September 21, 2012

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

Subject: FFY 2012 Homeland Security Grant Program Conditional Award
Project Title: **Apache County Multi Jurisdictional Communications Upgrade**

Dear Chief Deputy Brannon Eagar:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been **conditionally** awarded. The project titled "**Apache County Multi Jurisdictional Communications Upgrade**" has been recommended for funding under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$59,800.00**

As of September 14, 2012, AZDOHS has not received a copy of your FFY 2010 A133 audit, which was to be completed and submitted to AZDOHS by March 31, 2011 or your FFY 2011 A133 audit, which as due to be completed and submitted to AZDOHS by March 31, 2012 as required in your previous AZDOHS subgrantee agreement(s) (OMB Circular A-133).

In order to become compliant with the AZDOHS subgrantee agreement and be eligible to receive the FFY 2012 grant award the following items must be submitted to AZDOHS via hardcopy:

- Outstanding A133 Audit(s)
or
- Action plan for completion and submission of delinquent A133 Audit (must be acceptable and approved by AZDOHS)

Upon compliance AZDOHS will issue the final award documentation.

If the A133 audit/action plan is not **received by AZDOHS on or before December 31, 2012 this conditional award is rescinded and the funds will be reallocated.**

If you should have any questions, please do not hesitate to contact Lois George, 602.542.7047 or lgeorge@azdohs.gov; or Terry Riordan, 602.542.7056 or triordan@azdohs.gov.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Sergeant Richard Guinn

Finance Director Ryan Patterson



State of Arizona
Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

November 7, 2012

Mr. Delwin P. Wengert
County Manager, Apache County
75 West Cleveland Street
P.O. Box 428
St. Johns, AZ 85936

Dear Mr. Wengert,

I am in receipt of a letter received on October 3, 2012 sent by Mr. Chris G. Sexton, Health Director of Apache County Public Health Services District. Mr. Sexton sent this letter in response to a business decision by the Arizona Department of Homeland Security (AZDOHS) to withhold all reimbursements for grant contracts it has in place with Apache County due to the county failing to complete and submit fiscal years 2010 and 2011 Federal Office of Management and Budget OMB A-133 single audits. In his letter Mr. Sexton explains the efforts that have been made by the Apache County Finance Director (Mr. Ryan Patterson) to help expedite the audit process. His letter states that Mr. Patterson has repeatedly asked the Auditor General's Office to perform and complete the audits in a timely manner. Mr. Sexton is basing his argument that funds should be released due to the failure of the Arizona Office of the Auditor General to complete the audits.

Subsequent to receiving this letter, AZDOHS contacted the Arizona Office of the Auditor General to engage in conversation regarding completing the audits. During these conversations, management within the Auditor General's Office informed AZDOHS that trial balances for fiscal year 2010 had not been completed until April 2012 and financial statements were not completed until June 25, 2012; therefore, the audit firm contracted by the Auditor General's Office could not have begun the audit process. The 2010 audit was due March 31, 2011. AZDOHS was also informed that trial balances and financial statements have not been completed for fiscal year 2011 and therefore, the 2011 audit cannot begin. To my knowledge, there is no timeline for when Apache County will have those documents ready and thus, when the audit can begin. The 2011 audit was due March 31, 2012. The Auditor General's Office informed AZDOHS staff that Mr. Patterson had never contacted their office as is stated in Mr. Sexton's letter and reiterated that it is only due to the Apache County's lack of completing trial balances and financial statements that the audits have not been completed.

AZDOHS made several attempts to work with the county in order to move forward with processing payments for contracts that it has with the AZDOHS. After receiving an audit completion plan by Mr. Patterson in March 2012, AZDOHS lifted the hold and processed payments on contracts that it has with the county. In the plan, Mr. Patterson stated that

the 2010 audit should be completed by May 30, 2012 and the 2011 completed by October 5, 2012. In early June AZDOHS sent an email to Mr. Patterson asking for an update on the 2010 audit. Mr. Patterson did not respond to that email, and on July 18, 2012, AZDOHS officially put Apache County back on financial hold, via email to Mr. Patterson.

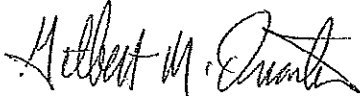
Subsequent to that hold, AZDOHS requested another corrective action plan on August 23, 2012 with a response due date of August 31, 2012. Mr. Patterson responded on August 28, 2012 and stated that he expected the 2010 and 2011 audits to be completed within about eight weeks, or at the end of October, 2012. On October 11, 2012, AZDOHS received an email from Miller, Alan and Co. P.C., outlining a completion plan for the 2010 audit and provided a date of December 3, 2012 as a date which the draft reports will be sent to the Auditor General's Office for review and comment. No further details were given regarding when the completed audit would be sent to our office. In regards to completing the fiscal year 2011 OMB A-133 single audit, no timeline was provided by Miller, Alan & Co., P.C.

In view of the above, AZDOHS will continue to hold all reimbursement requests for Apache County including any training funds until the OMB A-133 single audits for fiscal years 2010 and 2011 are completed and submitted to the AZDOHS.

Furthermore, please be aware that on September 21, 2012 AZDOHS sent a conditional award for the county's 2012 Homeland Security Grant Program contract, project 999100-01. This award was sent to Mr. Brannon Eager and states that the 2011 A-133 single audit, or an action plan must be received by December 31, 2012 or the award will be rescinded and the funds will be reallocated. I encourage the county to work diligently on a reasonable and responsible plan.

Thank you for your continued commitment. Please do not hesitate to contact our office if you have any questions.

Sincerely,



Gilbert M. Orrantia, Director

GMO/tr

Cc: Ryan Patterson, Finance Director
✓ Brannon Eagar, Director of Emergency Management
Chris Sexton, Director of Public Health
Joseph Dedmen, Sheriff
Gaylene Kirkhorn, Administrative Coordinator



Mark L. Landy, CPA
Stephen T. Harris, CPA
Thomas L. Friend, CPA
Robert N. Snyder, CPA

Robert L. Miller, CPA
(1931 - 1992)

October 11, 2012

Mr. Ryan Patterson, Finance Director
Apache County
P.O. Box 428
St. Johns, Arizona 85936

Ryan,

As instructed during our conference call on October 3rd, I have compiled the following timeline concerning the completion of the Apache County, June 30, 2010 OMB A-133 Single Audit.

<u>Week of</u>	<u>Activity</u>
11/12/2012	Completion of the final phase of fieldwork
11/19/2012	Finalization of audit documentation and deliverables
11/26/2012	Audit reports to County management for review and comment
12/3/2012	Submittal of draft reports to Auditor General for review and comment

If you have any questions, do not hesitate to contact me.

Sincerely,

Thomas L. Friend, CPA
Principal



DEBRA K. DAVENPORT, CPA
AUDITOR GENERAL

STATE OF ARIZONA
OFFICE OF THE
AUDITOR GENERAL

MELANIE M. CHESNEY
DEPUTY AUDITOR GENERAL

October 30, 2012

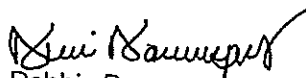
The Board of Supervisors of
Apache County

We recently received a copy of a letter written by Chris G. Sexton, Health Director, Apache County Public Health Services District, concerning the status of Apache County's fiscal year 2010 and 2011 financial statement and compliance audits. As you may be aware, the State of Arizona Department of Homeland Security is currently withholding funding from the County because these audits have not been completed and filed with them. In his letter, Mr. Sexton states that the Apache County Finance Director has repeatedly asked the Auditor General's Office to perform and complete the fiscal year 2010 and 2011 audits in a timely manner. The purpose of this letter is to inform you that the Office of the Auditor General has never received such a request from Apache County.

Before an audit can begin, the County must provide draft financial statements along with schedules prepared from county records that support the amounts in those statements. Preparation of financial statements and related schedules is the responsibility of Apache County's management and not the Office of the Auditor General. The delays in completing the County's audits have been due to the County not providing timely information to the CPA firm that we have contracted with to conduct the County's audit. For example, the County's 2010 preliminary draft financial statements were not provided to the CPA firm until June 25, 2012, 15 months past the March 31, 2011, filing date with the Arizona Department of Homeland Security. The CPA firm is still working with the County to make corrections to the preliminary draft financial statements provided by the County and complete the audit, and anticipates finishing their work in late November. At that point the completed statements and reports will be submitted to my Office for a quality control review before they are issued. In addition, the County has not submitted any of the information needed to complete the 2011 audit, and the financial statement and compliance reports associated with the audit have now missed the March 31, 2012, filing deadline by 7 months.

The Office of the Auditor General is committed to ensuring that governments in Arizona issue timely and accurate financial statements. However, to meet this goal we must receive cooperation from the entities that we are responsible for auditing. We would like to work with the County Manager and Finance Director to establish timelines to prepare for and complete the County's fiscal year 2011 and 2012 financial and compliance audits to ensure that they are submitted in as timely a manner as possible. Progress on the timeliness of the audits may result in the State of Arizona Department of Homeland Security releasing grant monies that are due to the County. We would be happy to discuss this matter further with the Board or address any other audit issues that you are aware of.

Sincerely,


Debbie Davenport
Auditor General

cc: Delwin Wengert, County Manager/Clerk of the Board
Ryan Patterson, Finance Director
Chris G. Sexton, Health Director
✓ Brannon Eager, Chief Deputy
Apache County
Eileen Klein, Chief of Staff
Office of the Governor

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Thursday, January 31, 2013 1:35 PM
To: Beth Bond; Bonnie Stallings
Subject: New Agenda Item
Attachments: Resolution - Approve A.G. to Represent County in Transamerica Lawsuit.doc

The County, along with several other counties, has been sued by a multi-county pipeline regarding its appraised property value. The AG's office represents us in other cases where property is assessed centrally by the ADOR, and has offered to represent us in this case. We need a resolution approving their representation. The sooner the better. The item should read:

Discussion and possible approval of a resolution appointing the Arizona Attorney General's Office as legal counsel representing Apache County in regard to Tax Case No. TX2013-00241, a lawsuit in which Apache County is one of many defendants in a dispute on valuation of Transwestern Pipeline.

The resolution is attached.

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

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

BARRY WELLER
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 438, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-7636



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

Resolution # 2013- ____
**APPROVING AND REQUESTING THE ARIZONA ATTORNEY GENERAL'S OFFICE
TO REPRESENT APACHE COUNTY IN RELATION TO PROPERTY TAX
VALUATION LAWSUIT TRANSWESTERN PIPELINE V. A.D.O.R. ET AL. FILED
AND RELATING TO 2013 FULL CASH VALUE PROPERTY APPRAISAL**

WHEREAS, Transwestern Pipeline Company owns a pipeline traversing through several Arizona counties, including Apache County; and

WHEREAS, the value of such pipeline is valued and assessed centrally by the Arizona Department of Revenue and not by the Apache County Assessor; and

WHEREAS, Transwestern has disputed the full cash value appraisal and has sued the Arizona Department of Revenue and each of the affected counties in which Transwestern's pipeline is located; and

WHEREAS, the Arizona Attorney General's Office has the expertise and availability to represent the Arizona Department of Revenue and each of the affected counties and has expressed the willingness to represent Apache County in the lawsuit filed by Transwestern Pipeline Company;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County as follows:

1. That after due deliberation, the Apache County Board of Supervisors has determined that the Arizona Attorney General's Office is qualified to represent the County in Case No. TX2013-00241 where Transwestern Pipeline Company is the Plaintiff and Apache County is one of the Defendants.
2. The Arizona Attorney General is hereby authorized and appointed as legal counsel to represent Apache County in all respects in relation to Case No. TX2013-00241 where Transwestern Pipeline Company is the Plaintiff and Apache County is one of the Defendants.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on February ____, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: _____

Tom White
Chairman of the Board

ATTEST:

Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **COUNTY MANAGER/DISTRICT III**

Date: **02/19/13** Signature: _____

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

Request the Board of Supervisors discuss and possibly approve a new Apache County volunteer program along with related intake documentation and policies on volunteer service with the county.

Date & Time Needed: _____

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



APACHE COUNTY

Post Office Box 428
St. Johns, AZ 85936
(928) 337-4364 – fax (928) 337-2003

VOLUNTEER INFORMATION

Name: _____ Social Security #: _____

Date of Birth: _____ 16 years of age Yes No Phone: _____

Driver License #: _____ Type: _____ Restrictions: _____ Exp. Date: _____

Automobile Insurance Carrier: _____; provide copy of insurance card.

Emergency Contact: _____ Relation: _____ Phone #: _____

Optional Information:

Educational Background _____

Professional Experience: _____

Other Language Skills: Speak _____ Read _____ Write _____

Skills and interests (Check all that apply)

- | | | | |
|---|---|--|---------------------------------------|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Transportation | <input type="checkbox"/> Judicial/Legal | <input type="checkbox"/> Finance |
| <input type="checkbox"/> Clerical/Secretarial | <input type="checkbox"/> Water Conservation | <input type="checkbox"/> Probation | <input type="checkbox"/> Medical |
| <input type="checkbox"/> Sheriff's Office | <input type="checkbox"/> Health/Wellness | <input type="checkbox"/> Data Entry | <input type="checkbox"/> Housing |
| <input type="checkbox"/> Sheriff's Reserve | <input type="checkbox"/> Corrections | <input type="checkbox"/> Aging Programs | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Youth Programs | <input type="checkbox"/> Personnel | <input type="checkbox"/> Engineering | <input type="checkbox"/> Computer |
| <input type="checkbox"/> Sheriff's Explorer | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Research/ Library | |
| <input type="checkbox"/> Counseling/Social Services | | | |

Applicant Signature

Date



APACHE COUNTY

Post Office Box 428
St. Johns, AZ 85936
(928) 337-4364 – fax (928) 337-2003

VOLUNTEER AGREEMENT

I, _____ agree to the following terms:

1. To be punctual and dependable
2. To work the following days and hours:
 ___Monday ___Tuesday ___Wednesday ___Thursday ___Friday ___Saturday ___Sunday
 Scheduled hours to work: _____
3. To accurately record my time worked
4. To perform my assigned tasks safely and ask for direction as needed
5. To report any work related injuries or safety hazards immediately to my supervisor
6. To abide by Apache county Policies

I recognize that as a volunteer, I may hear or see confidential information. I agree to not disclose any information to the media or anyone other than the Apache County employee(s) immediately responsible for that information. I further agree that even though I am not paid as a volunteer for the county, I will not perform any other duties, or any work of personal matters during the hours I am to volunteering for the county.

If I drive personal vehicle in the performance of my county volunteer work, I give Apache County permission to verify my driver license status and driving record through MVD. I certify that I have at least the state required minimum limits of liability.

I understand that my status with Apache County is of an unpaid volunteer and that I am not eligible for compensation or any Apache County benefits. I understand that I will be covered by the County's Worker Compensation Insurance in the event of an injury or illness while performing my assigned duties. I understand my volunteer service may be terminated or amended at the discretion of the department director acting on the behalf of the county at any time. I hereby waive any and all claims that may arise during the time I am providing services or working with the county including any injuries that occur due to the negligence and/or fault of the county. I further agree to indemnify the county for any injury caused by me or relating to my service with the county to any person or property, including, but not limited to, myself and third parties.

I acknowledge that I have reviewed the Apache County Human Resources Policy Manual and agree to abide by all County policies and procedures.

I acknowledge and understand this volunteer agreement:

Volunteer Signature

Date



APACHE COUNTY

Post Office Box 428

St. Johns, AZ 85936

(928) 337-4364 – fax (928) 337-2003

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into between Apache County ("County") and _____ ("Volunteer") as of _____, 2013 (the "Effective Date"), to protect the confidentiality of certain confidential information of County to be disclosed to Volunteer in the course of his/her service to County solely for use in furthering the business of the County (the "Permitted Use"). County and Volunteer may be referred to herein individually as a "Party" and collectively as the "Parties."

As used herein, the "Confidential Information" of County will mean any and all information disclosed by County to Volunteer, or any and all information learned by Volunteer in the course of his or her duties with County, which may include without limitation: (a) case files, including names, acts, or other information of any defendant prosecuted by County, (b) civil activity in which Apache County is involved, including development, litigation, or any other information, and (c) proprietary and confidential information, ideas, media, techniques, sketches, drawings, and formulae related to the current, future, and proposed cases, business activities, and services of County, such as information concerning criminal litigation and negotiations, legal and other research, financial information, employees, and contractual relationships.

Volunteer agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by County, and will use the Confidential Information for no purpose other than the Permitted Use.

Notwithstanding the above, Volunteer may disclose certain Confidential Information of County, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Volunteer provides County with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist County in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

Upon termination or expiration of this Agreement or upon the end of services provided by Volunteer to County, Volunteer will promptly return to County or destroy all documents and other tangible materials representing the County's Confidential Information and all copies thereof.

IN WITNESS WHEREOF, Volunteer has caused this Non-Disclosure Agreement to be executed as of the Effective Date.

By: _____

Date: _____



APACHE COUNTY

Post Office Box 428
St. Johns, AZ 85936
(928) 337-4364 – fax (928) 337-2003

VOLUNTEER PROGRAM INFORMATION SHEET

A volunteer is defined as an individual who performs hours of service for a public agency for:

- Civic; or
- Charitable; or
- Humanitarian reasons

Without promise, expectation or receipt of compensation or benefits for services rendered.

Suitable Volunteer assignments:

Any work related tasks and/or short term projects that contribute to the department objectives.

Volunteer Information:

Volunteer must fill out Volunteer Information Packet prior to starting volunteer service.

Department will review Volunteer Information Packet to determine if skills and experience are suitable for volunteer position.

Department will conduct an interview with the volunteer.

Placing individual into Volunteer with Apache County:

Volunteer and Supervisor must review and sign Volunteer Agreement.

Department should instruct volunteer on how to fill out time sheet if required.

Department should orient volunteer with staff, set up of office and department procedures.

Department should provide support and training on the use of office equipment

Recordkeeping of Volunteers:

Send completed volunteer Information Packet and Agreement Form to Human Resources upon assignment.

Maintain and updated master list of your departments volunteers to include name, address and phone number.

Send quarterly "employers' Volunteer Report for Workers Comp" to Human Resources.

For more information call Human Resources at 520-432-9700.

Adopted 3/2013

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: Per Ferrin Crosby

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

Request approval of a resolution supporting Highway 249 project.

BOS Meeting Date Requested

2/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Per Joe Young OK

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

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

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

BARRY WELER
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 438, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-7636



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

Resolution # 2013- ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE
COUNTY, ARIZONA, IN SUPPORT OF THE FOREST HIGHWAY 249
PROJECT AND COMMITMENT TO ENTER INTO A SHARED
MAINTENANCE AGREEMENT WITH THE APACHE-SITGREAVES
NATIONAL FOREST**

WHEREAS, the United States Forest Service through the Apache-Sitgreaves National Forest has programed and begun development plans to widen and pave Forest Road 249, also known as the Alpine-Big Lake Road Project, which is situated in southern Apache County, and

WHEREAS, the improvement of Forest Road 249 will enhance and promote access to the national forest for all forest visitors in Apache County; and

WHEREAS, paving Forest Road 249 will complete a continuous paved route from State Route 260 to US 191 near Alpine, AZ; and

WHEREAS, new federal transportation statutes, collectively named MAP-21, requires that no funding of Federal Lands Highways Division projects be granted without local participation and/or cost sharing; and

WHEREAS, the Apache County Board of Service determines that the paving project described herein is in the best interest of the County and will serve to promote tourism and economic growth through greater access for recreationists, hunters and scenic route enthusiasts; and

WHEREAS, the Forest Road 249 improvement project will not move forward without local participation and Apache County's participation will be minimal relative to the benefit to the County that completion of the project will confer; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County as follows:

1. That the Board of Supervisors of Apache County, Arizona, finds that it is in the best interest of the County to participate in a limited capacity to ensure the completion of the

Alpine-Big Lake Road Project by accepting certain responsibilities as a local match participant.

2. That Apache County commits to enter into a shared maintenance agreement with the Apache-Sitgreaves National Forest on the paving of Forest Road 249; provided, however, that Apache County will not obligate itself to participate in any regional plan, or to any other obligation other than the specific requirements of the contemplated shared maintenance agreement in providing certain physical improvements to Forest Road 249.
3. That pursuant to MAP-21, Apache County is not a “provider of public transportation” in a “transportation management area” and not subject to any requirement to become a member of any Metropolitan Planning Organization.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on February 19, 2013.

APACHE COUNTY BOARD OF SUPERVISORS

By: _____

Tom M. White, Jr.
Chairman of the Board

ATTEST:

Delwin Wengert, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature: 2-11-13

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

PERMISSION TO AWARD BID #201307 (INCLINE SCREEN)

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board



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

J. Ferrin Crosby, P.E.

County Engineer

February 11, 2013

BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 201307 (Incline screen)

KIMBALL EQUIPMENT

\$ 93,435.00

It is the recommendation of The Engineer's Office to REJECT the bid.

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, February 11, 2013 3:30 PM
To: Beth Bond
Subject: RE: Counties FY2013 Intergovernmental Agreements with AZ Forestry Division

The documents are essentially unchanged, and may be presented to the board for consideration and approval

From: Beth Bond [bbond@co.apache.az.us]
Sent: Wednesday, February 06, 2013 10:43 AM
To: Joe Young
Subject: FW: Counties FY2013 Intergovernmental Agreements with AZ Forestry Division

Joe, please review.
Thanks!

From: Delwin P. Wengert
Sent: Wednesday, February 06, 2013 10:32 AM
To: Beth Bond
Subject: FW: Counties FY2013 Intergovernmental Agreements with AZ Forestry Division

Beth,

Please put our agreement on the next agenda.

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

From: Pascal Berlioux [<mailto:pberlioux@easternarizonacounties.us>]
Sent: Tuesday, February 05, 2013 7:17 PM
To: Tommie Martin; David Tenney; David Gomez; Drew John; Barry Weller; Jimmy Jayne; John Nelson; Terry Cooper; Kay Gale; Delwin P. Wengert; Hunter Moore
Subject: Counties FY2013 Intergovernmental Agreements with AZ Forestry Division

Hello;
Please find attached the respective counties FY2013 Intergovernmental Agreements with AZ Forestry Division that are required to complete the disbursement of the FY2013 funding appropriated for EECO in the state FY2013 budget. These are exactly the same agreements (aside from year change) as previously executed by the counties to receive previous appropriations in previous fiscal years.
Please County Managers, put on the upcoming Boards of Supervisors agendas the approval for the signing of these agreements, and mail an original signed copy to me at the hereunder address.
As soon as I receive all five of these I will submit them for signature by the State Forester.
Thanks
Pascal

Pascal Berlioux, Ph.D. MBA
Executive Director

INTERGOVERNMENTAL AGREEMENT

Between

ARIZONA STATE FORESTRY DIVISION

And

THE APACHE COUNTY BOARD OF SUPERVISORS

Regarding

ENVIRONMENTAL PROGRAM ASSISTANCE

I. PURPOSE

The Arizona State Forestry Division (Division) and the Apache County Board of Supervisors (County) enter into this agreement to establish the terms and conditions under which the Division shall disburse to the County monies that have been appropriated by the Arizona Legislature to the Division for county environmental programs impacting economic development.

II. RECITALS

- A. In fiscal year 2013, the Arizona State budget included a total appropriation of \$75,000 to be divided between five eastern Arizona Counties to implement environmental programs impacting economic development, subject to the submittal of a proposed plan that is approved by the Arizona State Forester, Arizona State Forestry Division.
- B. By this Agreement, The Division and the County now wish to confirm the terms and conditions under which the Division shall disburse the appropriated monies to the County.

III. STIPULATIONS

A. TERMS OF DISBURSEMENT

- 1. Amount - The Division agrees to disburse to the County the sum of \$15,000 during fiscal year 2013 for the purposes of planning and implementing specific environmental programs. The Division and the County agree that the monies will be disbursed as stipulated in Paragraph 3 of this Subsection.

2. Proposed Plans - The County shall prepare and submit proposed plans for approval by the Division. The County shall submit proposed plans and documentation of completed projects, as stipulated in Paragraph 3 of this Subsection. Proposed plans shall include:
 - a. Description of the projects to be undertaken, including their relevance and contribution to the Program Planner.
 - b. For each project, a budget which is itemized by specific categories of expenditures.
 - c. Specific goals, objectives and finished products to be delivered or to be achieved by the proposed projects.
 - d. A proposed completion date for each project.
3. Disbursement - The Division shall disburse the appropriated monies to the County as follows:
 - a. After approving the County's plan pursuant to Subsection B, Paragraph 1 of this Agreement, the Division shall release \$15,000 from monies appropriated to the Division.

B. DIVISION OBLIGATIONS

1. Plan Review and Approval - Before disbursing any portion of the appropriated monies, the Division shall review the proposed plans submitted by the County, including any plan amendments, to ensure their consistency with the appropriation legislation, the Program Plan, and this Agreement.
 - a. If the Division finds that the proposed plans are substantially consistent with the appropriation legislation, the Program Plan, and this Agreement, the Division shall approve the plans in writing and disburse the monies as provided under Section III, Subsection A, Paragraph 3 of this Agreement.
 - b. If the Division finds that the proposed plans are not substantially consistent with the appropriation legislation, the Program Plan, or this Agreement, the Division shall request that the County amend the plan before the Division provides written approval and disburses the monies.
2. Review and Inspection Terms
 - a. Reviews of proposed plans and project documentation pursuant to

this subsection shall be in the sole and reasonable discretion of the Division subject to the intent of the appropriation legislation.

- b. On reasonable notice to the County, the Division may inspect all aspects of any project to ensure consistency with plans approved pursuant to Paragraph 1 of this subsection, the Program Plan, this Agreement, and the appropriation legislation.

C. COUNTY OBLIGATIONS

In addition to preparing and submitting proposed plans for approval by the Division as required by Laws, the County shall:

1. Prepare and submit documentation of projects and return to the Division any monies which remain unspent after the end of the fiscal year 2012.
2. Be solely responsible for completing projects funded pursuant to this Agreement and for satisfying any third-party contracts or agreements.
3. Be solely responsible to the Division for the accounting of monies disbursed pursuant to this Agreement.
4. Use monies disbursed by the Division pursuant to this Agreement only for projects which have been approved by the Division as provided under Section III, Subsection B, Paragraph 1, of this Agreement.
5. On the Division's demand, remit any portion of previously disbursed monies that is not used according to the terms and conditions of this Agreement.
6. Comply with all applicable federal and state laws, rules and regulations.
7. Appoint a representative for compliance with this Agreement who, on the Division's request shall certify that:
 - a. The representative has the authority to act in and on behalf of the County.
 - b. The county shall provide all financial and managerial resources necessitated by projects funded pursuant to this Agreement.
 - c. The County is in compliance with the terms and conditions of this Agreement.

IV. ADDITIONAL TERMS

- A. INDEMNIFICATION - The County agrees to assume all risks of loss and to indemnify and hold the State of Arizona, the Division, its officers, agents employees and attorneys harmless from and against any liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees and expenses thereto, for injury or death to persons and for loss of, damage to, theft of or destruction of any personal or real property, including loss of use thereof arising from or in connection with the performance of the County's obligations pursuant to this Agreement, whether or not authorized by the Division.
- B. DEFAULT - In the event of a default by either party of the terms of this Agreement, the non-defaulting party shall have all rights and remedies available at law.
- C. TERMINATION - By written notice, the Division may terminate this Agreement in whole or in part, without penalty, if the Division deems termination to be in the best interest of the State. If this Agreement is terminated, the County shall complete any and all work to be performed to the termination date and shall receive a corresponding amount of the appropriated monies.
- D. RECORDS - Pursuant to A.R.S. Section 35-214 and 35-215, for five years after the final review of the use of monies disbursed pursuant to this agreement, the parties shall retain all records and supporting documentation pertaining to work that was funded, and shall make the records and documentation available for inspection on request by the Auditor General, or any person.
- E. CONFLICT OF INTEREST - This Agreement is subject to cancellation by the Governor or the County pursuant to A.R.S. Section 38-511.
- F. ARBITRATION - To the extent required by A.R.S. Section 12 -1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising from this Agreement.
- G. ANTI-DISCRIMINATION - The parties agree to be bound by the Governor's Executive Order No. 2009-09 regarding nondiscrimination in employment by government contractors and subcontractors.
- H. UNAVAILABILITY OF FUNDS - The parties recognize that performance by any party may depend on the appropriation of funds. Should the Legislature fail to appropriate the necessary funds, or if the appropriation is reduced during the fiscal year, the parties may reduce the scope of this Agreement, if appropriate, or cancel the Agreement without further duty or obligation. Each party agrees to notify the other party of the unavailability of funds as soon as possible after the lack of funds becomes known.

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date of the last signature shown below.

Arizona State Forester

Date

Chairman
Apache County Board of Supervisors

Date

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

AESBC Apache County School Business Consortium

Date/Signature: Shirley 2-11-2013

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

Requesting Approval to enter into a memorandum of understanding with Northland Pioneer College to co-locate NAC Microwave equipment to provide services to RV Primary School BOS Meeting Date Requested 2-19-13

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Shirley Pulsipher

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, January 09, 2013 10:38 AM
To: Shirley Pulsipher
Subject: RE: NPC Agreement

It would go before the board. But I do not think that would be an issue. As far as the risk, I think its minimal. I guess a mutual indemnification is not the worst thing we could do, and if we need the agreement more than they do, then I guess they have the bargaining position to request that.

From: Shirley Pulsipher [<mailto:spulsipher@apachecountyschools.net>]
Sent: Tuesday, January 08, 2013 5:29 PM
To: Joe Young
Subject: RE: NPC Agreement

Are they really at risk? Is there any language that I can use to explain why they are ok? How hard should I be on holding out on this item. So far their wiliness to work with us has been zip. But it is important to Round Valley School District to have this so in the end it has to fly. They have been so hard to work with that at this point it is a sore spot with me. I figured I would just leave it as is and send it to them and tell them if they have questions to contact you. I think Blaine Hatch is who they are using. Also is having this agreement with them going to have to go through the board?

From: Joe Young [<mailto:JYoung@apachelaw.net>]
Sent: Tuesday, January 08, 2013 5:27 PM
To: Shirley Pulsipher
Subject: RE: NPC Agreement

Shirley, I am ok with the changes made. And I do think a mutual indemnification is not in our best interest.

From: Shirley Pulsipher [<mailto:spulsipher@apachecountyschools.net>]
Sent: Thursday, January 03, 2013 2:57 PM
To: Joe Young
Subject: NPC Agreement

Hello Joe some adjustments to the original agreement have been made, I have made all of the adjustments that NPC wants with the exception of a couple that are still commented. Could you review it and tell me what you think. They want the hold harmless to go both ways and I know you recommend against that. I am not sure where it is our equipment and building why they would need that. Thanks for your support and all you do for us, hope you had a good Holiday season!

Shirely E. Pulsipher

Apache County Schools Business Consortium
Voice: 928-337-7510

MEMORANDUM OF UNDERSTANDING

This Agreement entered into this ____ day of _____, 2013, by and between THE APACHE COUNTY SCHOOLS BUSINESS CONSORTIUM hereinafter "ACSBC" and NORTHLAND PIONEER COLLEGE hereinafter "NPC".

WHEREAS, NPC is in the process of moving certain classrooms and other operations to premises to be leased from Round Valley Unified School District Primary School (the "Primary School").

WHEREAS, as part of NPC's operations in the Primary School, NPC will require certain microwave communications equipment to be moved and placed in a location accessible to the Primary School on Cemetery Hill in Springerville, AZ to serve as a relay point between NPC's operations.

WHEREAS, ACSBC owns a tower on Cemetery Hill leased from the City of Springerville and is willing to co-locate NPC's microwave equipment and dish upon the terms and conditions more fully described below.

NOW THEREFORE, it is agreed as follows:

1. NPC may place microwave equipment, including a microwave dish on ACSBC's tower on Cemetery Hill in Springerville, AZ for as long as NPC occupies the Primary School. At such time as the agreement between Round Valley Unified School District and NPC ceases or the agreement between ACSBC and the City of Springerville is terminated, NPC will remove their equipment from the location and this MOU will terminate.

2. NPC agrees to honor any existing agreements and requirements that have been agreed to between the City of Springerville and ACSBC and the terms of the lease between same are hereby incorporated as terms of this MOU. A copy of all such agreements and requirements will be provided to NPC.

3. ACSBC understands that Round Valley Unified School District will provide a pair of fiber from existing fiber optic cable currently running from the tower location to the Primary School to allow the microwave system to connect from the tower to the building.

4. NPC shall indemnify and hold ACSBC and its officers, directors, agents, representatives, spouses and their property, including Apache County, free and harmless from all claims, liability, loss, damage, or expense without limitation, any claim, liability, loss, or damage arising in relation to NPC's use of the tower location.

5. ACSBC shall indemnify and hold NPC and its officers, directors, agents, and representatives free and harmless from all claims, liability, loss, damage, or expense without limitation, any claim, liability, loss, or damage arising in relation to NPC's use of the tower location.

5. NPC will make every effort to minimize tower-loading and or footprint of equipment required. Both parties will work together to keep from having frequency conflicts with each other. ACSBC agrees to provide equipment space and will make reasonable effort in making access available when needed.

6. Both parties agree to respect each other's equipment and make every effort to prevent outage, loss of service or damage while working on or servicing equipment.

7. Contact information will be provided and maintained by both parties to allow quick contact as

needed.

8. This agreement may be terminated upon written notice by either party with 60 days notice.

9. The prevailing party in any litigation between the parties hereto arising out of or concerning this agreement shall be entitled to recover its reasonable attorney's fees incurred from the other party.

6. This Agreement shall constitute the entire agreement between NPC and ACSBC. This Agreement can be modified only by a writing signed by all parties concerned.

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

SHIRLEY PULSIPHER,
Apache County Schools Business Consortium
Director

ERIC BISHOP
Northland Pioneer College
Director of Information Services

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Schools Business Consortium

Date/Signature: Shirley E. Roberts 2-11-13

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

ACSBC Requests Approval to Advertise an RFP to solicit Seal Bids To Upgrade the Broadband Microwave System from SJ to RValley and Add from SJ to SANDORS. SA+RFP2013 & SJ-RFP2013 Close Date MARCH 28 2013 Consortium Finds will BOS Meeting Date Requested 2-19-13 DCUSD.

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Shirley Pulsipher

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, February 04, 2013 11:39 AM
To: Shirley Pulsipher
Subject: RE: Request for Proposal

I am ok with the docs. As for whether this should go before the board, that is a good question. However, as they are contractual in nature, and the consortium has some county ties through the school superintendent's office, I do think the best course of action is to go before the board for approval. If it becomes in issue, we can look into the necessity further.

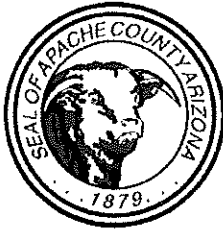
Thanks

From: Shirley Pulsipher [<mailto:spulsipher@apachecountyschools.net>]
Sent: Thursday, January 17, 2013 10:22 AM
To: Joe Young
Subject: Request for Proposal

Joe sorry to bother you again so soon but Barry said I had better run this past you. We are getting ready to do a "Request for Information" and then once we get the desired information we want to do a "Request for Bid" or "Request for Proposal" to upgrade the microwave systems that connect us to the schools. I have included the General RFP docs, we don't have the scope of work finished because we are not sure what we want. Could you look at these docs and see if they are ok. Second when we do things like this where the funds come from the schools and or Erate not the county and the consortium members decide what we do does the board have to approve it or can it be submitted as board information item? I have also included the basic RFI that I am thinks about if you care to look at it. Thanks, sorry to be a pest but I do appreciate you..

Shirely E. Pulsipher

Apache County Schools Business Consortium
Voice: 928-337-7510



Apache County Board of Supervisors

P.O. Box 548 75 N. First St. – West St. Johns, AZ. 85936-0548

Telephone number - 928-337-7544 Fax Number- 928- 337-2033

Contact Person – Olivia Aranda –

rfp@apachecounty.net

Request for Proposal – SJ-RFP 2013 – Upgrade for Apache County Broadband Microwave

Sealed bids will be received by Apache County Procurement Department for Broadband connectivity requirements for SJ-RFP 2013 – Upgrade for Apache County Broadband Microwave due at the County School Superintendents office (located south and west of main stone building), on or before 3:00 p.m., (local time) March 28, 2013. Sealed responses will be time stamped in the superintendent's office. Responses received after the stated closing time will not be accepted.

It is the responsibility of the submitting vendor to have their response delivered to the right location and at the right time whether delivered in person or by a mail carrier. Envelopes must be properly marked on the outside with the Bid name "SJ-RFP 2013 – Upgrade for Apache County Broadband Microwave" on the front of the envelope and the name and address of the submitting company.

Please review the enclosed requirements and specifications as the County reserves the right to accept or reject, cancel, postpone any or all bids, waive minor irregularities, and accept any contract deemed to be in their best interest.

Vendors are strongly encouraged to seek clarification on any item not made clear within this bid document. The submission of a bid will indicate that the bidder understands the requirements and specifications and agrees to the terms and conditions set-forth. All requests for clarification should be by Email, or fax correspondence. Note all inquiries submitted must be shared with any other respondent as provided under Arizona State Procurement.

Bids will be publicly opened, recorded, and read at time of closing. All information will be made available for public inspection after the review and award. Information marked and accepted by the County and marked to be "confidential" will not be disclosed according to Arizona Administrative Code R7-1005. Neither an entire bid proposal nor pricing will be accepted as confidential.

Items deemed "confidential" should be stated so with company name, date and reason as to the confidential nature.

This contract will be for product and services for one year with "2" one-year extension options, for an option total of three years. The district reserves the right to RE-NEGOTIATE with winning bidder at each anniversary date.

If you desire additional information, you may contact the person designated below;

This page must be returned with your bid proposal

Apache County
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548

Telephone number - 928-337-7544
Fax Number - 928- 337-2033
Olivia Aranda

INSTRUCTIONS TO VENDORS

1. Sealed bids must be submitted to the Purchasing Office at:

Apache County
75 N. First St. – West
P.O. Box 548
St. Johns, AZ, 85936-0548
Olivia Aranda
“SJ-RFP 2013 – Upgrade for Apache County Broadband Microwave”

2. Bidder’s Qualifications:

Contractors submitting bids for this project shall have qualifications as follows:

- a. Shall be reputable, recognized organization having successful experience in work of this type.
- b. Shall have ample financial resources for work and orders of this magnitude.
- c. Shall be a licensed contractor as required in the state of Arizona (and/or its subcontractors)-Any sub-contractors used shall be stated in the response, the County reserves the right to accept or refuse the use of sub-contractors submitted by the bidder. Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
- d. Shall provide 2 references for projects of this type during the last 2 years

3. Bid Execution:

- a. This bid will be awarded in whole to one vendor. A comparison of all costs as a total will be evaluated using the evaluation criteria set forth and will be recommended for award. The County reserves the right to reject any or all proposals.

4. Bid Signatures:

- a. The signature of the signor for corporations, partnerships, or individually owned companies shall be the authorized individuals who have authority to bind the corporation, partnership or company to the terms of this contract.

5. Eligibility:

- a. To be considered as eligible to submit a bid, a Bidder shall have complied with all the legal requirements to permit them to operate under the applicable laws of the State of Arizona where the work is to be executed. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

This page must be returned with your bid proposal

6. Number of copies of Bid Response:

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- a. Please submit TWO copies of the bid response, one marked “original” the other “copy”
Note - both must be signed and dated.

7. Bid Items:

a. While completing the vendor proposal page, please make sure you are aware of the column heading:

1. Part number
2. Description
2. Quantity
3. Unit cost
4. Extended cost

b. Any Brand names of manufacturers have been given as a measure of quality. Where noted the manufacturer’s specification stated will be the only brand acceptable as the County has approved and pre-tested the quality and workmanship in the manufacturer name brand and has “standardized” to the specific brand stated. The County has standardized this equipment for the following reasons: technology staff has been trained on equipment, has parts inventory, has been installed in these schools, or is using v-lan or other technology that requires compatibility with existing network resources.

c. If any bidder is in doubt as to the true meaning, spirit or intent of the drawings, specifications, or any part of the contract documents, they may make a request for interpretation thereof, provided said request is received by the County in sufficient time to issue an addendum. Any interpretation of contract documents, if made, will be by addendum if clarification would cause the outcome of the bid results to change.

e. All materials unless otherwise specifically noted, shall be warranted against defect, and for a period of one (1) year minimum. The County shall also be protected against all suits or claims for infringements of patent rights; and if required, the contractor shall deliver a complete release of all liens arising out of this contract. The warranty period shall begin after the County’s receipt and acceptance of the equipment.

f. All equipment shall be new. Workmanship and materials shall be of good quality.

g. Descriptive literature, catalog cuts, pictorial bulletins and specifications may be requested for evaluation purposes.

8. Delivery:

All shipments are to be delivered to: Work Site as required. All equipment shall be delivered and installed within the delivery window as specified on the purchase order.

9. Safety Requirements:

Precaution shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Association of General Contractors of America and Federal Safety and Health Regulations for Construction as issued by the Department of Labor.

This page must be returned with your bid proposal

10. Application for Payment:

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The supplier will submit for payment an itemized invoice in duplicate with the approved purchase order number for the equipment and/or services delivered. Invoices are to be mailed to the

Apache County Schools
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548
Olivia Aranda

This page must be returned with your bid proposal

11. OSHA Standards:
Bidders are required to meet State and Federal OSHA standards on equipment where requirements have been enacted. As a voluntary alternate, the State and Federal OSHA standards will supersede the published specifications.
12. Conformity:
- a. All equipment furnished under these specifications shall be manufactured and installed in strict conformity with all codes, regulations and the requirements of the State Board of Health, the National Sanitation Foundation Standards or any State or local agency.
 - b. All equipment shall conform to the current standards and bear the seal, if possible, of UL, NEMA, ASME, AGA, OSHA, NFPA, where applicable standards have been set up, or otherwise conform to the requirements of the authorities having jurisdiction.
 - c. Wherever the requirements of the drawings and specifications are in excess of the regulations, the regulations shall govern.
 - d. Wherever the requirements of the drawings and specifications violate the regulations, the regulations shall govern.
13. District Representative:
Olivia Aranda, has been appointed as the County representative to hear and receive any bid protest that may arise from this bid according to the State of Arizona Procurement Rules R7-2-1141 to 1153,
Apache County
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548
14. Evaluation Criteria:
Evaluation of bids shall be in order of importance as listed:
- Cost – 25 points
 - Conformity to the terms and conditions of the bid – 20 points
 - Completeness of response – 20 points
 - Certifications/ licensing and/or authorized distributor for the products offered – 20 points
 - Past Vendor performance and/or references – 15 points
15. Non-Collusion and Acknowledgment Page:
Responding vendors must sign, have notarized the Non-Collusion and Acknowledgment Page, failure to include this page in the bid response may hinder the bid award; any addendum issued will be acknowledged on this sheet and returned.
16. Insurance:

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Prior to commencing any work, the contractor and any subcontractors shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$ 1,000,000. , with the contractor (prime) and the County as additional insured parties, and maintain, at its own expense., insurance coverage in a form and from insurers acceptable to the prime. All contractors will provide worker's compensation insurance , which waives all subrogation rights against the prime and the County. Evidence of the required insurance shall be provided by means of a certificate of insurance naming the County as the certificate holder.

This page must be returned with your bid proposal

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SPECIAL TERMS AND CONDITIONS

1. **PRICING:** Offerors are asked to provide pricing for a minimum of (1) year. This will allow all orders to be processed according to budget requirements and erate funding notification. The County may elect to release purchase orders against this contract in advance of erate funding in order to meet construction timelines.
2. **DELIVERY/SHIPPING/HANDLING COSTS:** If a charge for delivery, shipping and handling fees are charged, vendor must state the cost on the proposal page
3. **UNIT PRICE VS EXTENDED TOTAL:** Should there be a discrepancy in the unit cost and the extended cost, the unit cost will prevail. Each group of items must be bid, or the bid may be considered incomplete.
4. **TERM OF CONTRACT:** This contract is in effect for one year with (2) one-year extensions if agreed to by both parties on each anniversary date for a total of three years. Future purchases may be used on the awarded contract but are undetermined at this time.
5. **TYPE OF CONTRACT:** Multi-year, this is a fixed discount contract. Offerors may provide State, Mohave or State recognized purchasing co-operative pricing for this contract if available.
6. **TAXES:** Taxes will not be a consideration toward the total price. Taxes must be stated and will be added to the awarded purchase price.

SIGNATURE PAGE

Authorized Company Signature

Company Name

Title/ Position

Address

Phone and Fax Nos.

City, State and Zip Code

Federal Tax ID #

Contractor License # Type _____

Arizona Sales Privilege License #

Contractor License # Type _____

Prices do not include delivery charges: ___

Are these your licenses Y__ N__,

Prices include all delivery charges: ___

Copies of Licenses are attached ___

We have included all applicable taxes in our response: ___

Offeror has attached a letter, agreements or declaration from the manufacturer that certifies the following:
Offeror is a bona fide dealer for the equipment in the bid or Offeror is authorized to submit a bid for the equipment

We are a - Small Business Concern ___ Minority Business Concern ___ Woman Owned ___ Disadvantaged ___

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ACKNOWLEDGMENT & NON-COLLUSION AFFIDAVIT

Each bidder will initial as having read and complied with all the Terms and Conditions and Specifications. Failure to do so could seriously hamper the bid evaluation process.

Instructions to Vendor: _____ please initial
Acknowledgment & NC Affidavit _____ please initial
Uniform Terms & Conditions _____ please initial
Uniform Instructions _____ please initial
Special Terms and Conditions/Signature Page _____ please initial

Please initial as acknowledgment if applicable:

Addendum #1: _____ #2 _____ #3 _____ #4 _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County of _____)

Name Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the 2010 RMDS Broadband RFP
Apache County Board of Supervisors
Due Date – 4/27/2010
and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other offeror to put in a sham or collusive bid, or induced or solicited any other offeror to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

By: _____

Title: _____

Subscribed and sworn to me this _____ day of _____ 2005.

Notary Public: _____

My Commission Expires: _____

Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

In accordance with A.R.S. Sections 35-391 et seq. and 35-393 et seq., the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan nor scrutinized business operations in Iran.

This page must be returned with your bid proposal

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the County/public entity
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“County/Public Entity”** means the Apache County Board of Supervisors/public entity that executes the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation

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number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least five (5) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-offer conference has been scheduled under this Solicitation (**none**), the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
- E. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- F. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- G. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- H. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- I. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- J. Federal Excise Tax. Counties/School Districts/public entities are exempt from certain Federal Excise Tax on manufactured

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goods. Exemption Certificates will be prepared upon request.

- K. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- L. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer if applicable.
- M. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- N. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform General Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors; and
 - 8. Uniform Instructions to Offerors
- O. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the County/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The County/public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona County/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

5. Evaluation

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- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the County /public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor .Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Offers or portions thereof; or
 - 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the County /public entity reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County /public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the County /public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the County. Offerors will be so notified in writing by the County.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the County Representative, Olivia Aranda. A protest of a Solicitation shall be received by the County Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the County/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized by the County /public entity to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the County or public entity that executes the Contract.

2. Contract Interpretation

- A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Contract Order of Preference.** In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;

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3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation;

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The County /public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the County /public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County /public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the County /public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County /public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the County/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County/public entity.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County/public entity

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within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*

- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the County /Public Entity. The County /public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The County /public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the County /public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the County /public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The County /public entity will make reasonable efforts to secure such funds.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The county/public entity shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the County /public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the County /public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the County /public entity of materials furnished or work performed under this Contract. The County /public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

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D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County/public entity of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the County /public entity shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the County /public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable

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Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **County /Public Entity's Contractual Remedies**

- A. Right to Assurance. If the County/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County /public entity's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
 1. The County /public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the County /public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the County /public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The County /public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County /public entity or damages assessed by the County /public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the County /public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the County /public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The County /public entity may, by written notice, terminate this Contract, in whole or in part, if the County/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any

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officer or employee of the County/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The County /public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

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

D. Termination for Convenience. The County /public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County /public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the County /public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County /public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the County /public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County /public entity on demand.

3. The County /public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the County /public entity for any excess costs incurred by the County /public entity in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

End of contractual information

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SJ-RFP 2013 Upgrade for Apache County Broadband Microwave

Apache County Schools Business Consortium is seeking proposals to upgrade an existing Microwave system. The intent is to increase throughput, reliability and possibly ease of maintenance. The system is currently licensed for 1 DS3 but is capable of three DS3 capacities with upgrades. The link originates at the court house in St. Johns Arizona and ends at cemetery hill in Springerville Arizona. This link consists of a 21 mile hop to Greens Peak and 17 mile hop to Springerville. The ultimate goal is to try and get 300 plus MBs throughput at 4 9's or better.

Over view of the Link from St. Johns to Springerville

The system consists of two hops.

The first hop from St. Johns to Greens peak consists of two 6 GHz (MDR-8606-45-31-NS) Alcatel radios and two 6' foot dish using elliptical waveguide (EW52, EW90). The hop to Springerville is similar with the radios at Greens peak looped together. The Radios are at the Court House connect into a cisco router with a gig port. The Springerville end plugs into a cisco 3560 switch with a gig port. The existing system uses two DS3 Ricci at each end to convert to system to Ethernet. The System was originally multiplexed out to provide separate T1's.

RFP response options may be provided for any the following 4 scenarios in order to evaluate how they meet budgetary and performance needs.

1. Upgrading or replacing and to convert to Ethernet and achieve a minimum of 135 Plus MBs full duplex throughput. This option would have to include a sparing setup to minimize down time. *(if the existing radios stay in place we have some existing spare radios, so an inventory would need be done to make sure the system is covered)*
2. Upgrading or replacing to convert to Ethernet and achieve a minimum of 135 Plus MBs with hot standby radios. (Existing system is capable of hot standby but isn't equipped at this time). *(if the existing radios stay in place we have some existing spare radios, so an inventory could be done and the spares used to build standby system)*
3. Upgrading or replacing to convert to Ethernet and achieve 300 MBs or better with hot standby radios. (Existing system is capable of hot standby but isn't equipped at this time). We understand that that now the MDR-8000 standby radios can be licensed to run in parallel with the main radios to increase throughput to approximately 300 MBs.
4. Adding space diversity to any of the existing scenarios to increase reliability.

Support for specific T-1 or DS3 channels is not required since the primary object is broadband, non-channelized data with in band Ethernet management via SNMP.

The performance objective is to meet 4 "9's" and 300 Mbs at each site, costing options for performance beyond this criteria may be provided as a separate cost subset. There is a preference for budgetary reasons to utilize the existing Antenna and waveguide system. We would also like to try and keep the radios as "indoor units" if possible. The wave guide could be replaced if the new system can adapt to the antennas. The endpoints at greens peak would be very difficult to service in the winter months if climbing a tower is required. We realize that there may be hit to adapt to use the waveguide. We would entertain using different systems for different hops but we would need to minimize the sparing cost.

Information Required

- Full duplex bandwidth capability
- Latency figures
- Cost of the different options
- Redundancy options
- Reliability and MTBF
- Description of complexity of maintenance and cost of maintenance
- Tuning requirements
- Install time
- Please state initial warranty period (min 1 yr.), and cost for (2) 1 year warranty extensions if not provided by manufacturer. Replacement availability
- Future ability to increase bandwidth
- Monitoring capabilities (SNMP)
- Description of Layer 2 Tunneling protocol support
- Description of QoS and Voip support
- Include 3 reference accounts with contact information
- Provide copy of ROC license and factory certifications for qualified individuals.

See Vendor Instructions, page 3, item #7 for format of costing data.

Scope of Work

- Site survey and path analysis as required.
- New licenses or relicensing as needed.
- Basic training of equipment maintenance will be provided to Consortium Techs.
- Include minimum 8 hrs. and your hourly rate, travel/per diem to St Johns

- Include costing for any maintenance contract based on daily rate w travel/per diem, include hourly costing for telephone support in ½ hour increments.
- Depending on the time of year, work requiring unit down time may require after hours or weekend work to minimize interruptions.
- Contractor will do equipment install, realignment, and adjustments and or replacement to Antennas as needed this will require qualified tower personnel.
- Tower or mounting modifications as needed.
- Scope of work includes installation, system certification, any/all FCC licensing, documentation.
- Adjustments to power requirements as needed.
- Minimum Systems power or battery back provided for radios should be 30 minutes with brownout and lightning protection. Equipment should be designed for 99.99% uptime or better.
- Performance test results verifying throughput Documentation and schematics of all equipment installed.

Contact Information:

Shirley E. Pulsipher

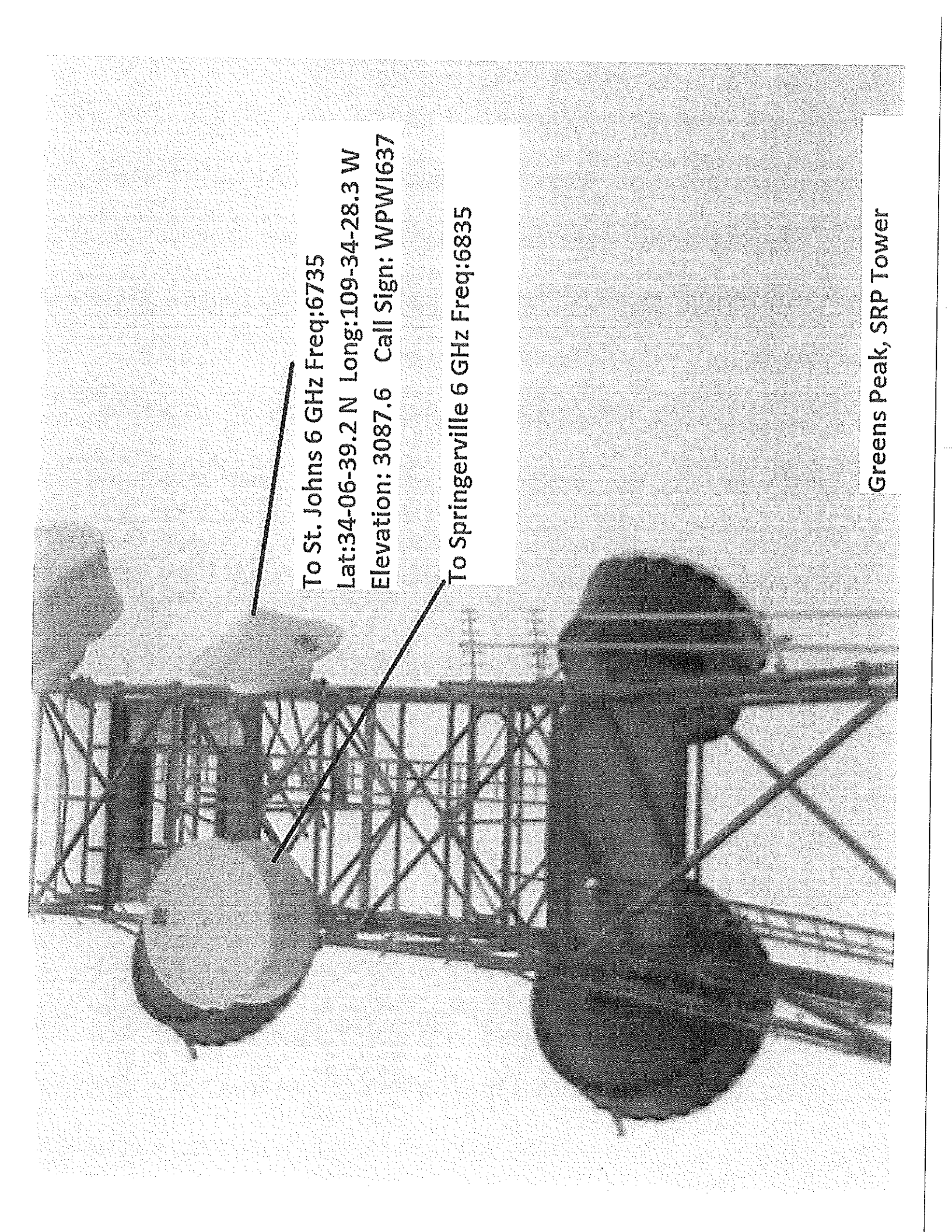
Apache County Schools Business Consortium

PO Box 548

St. Johns, Arizona 85936-0548

928-337-7510

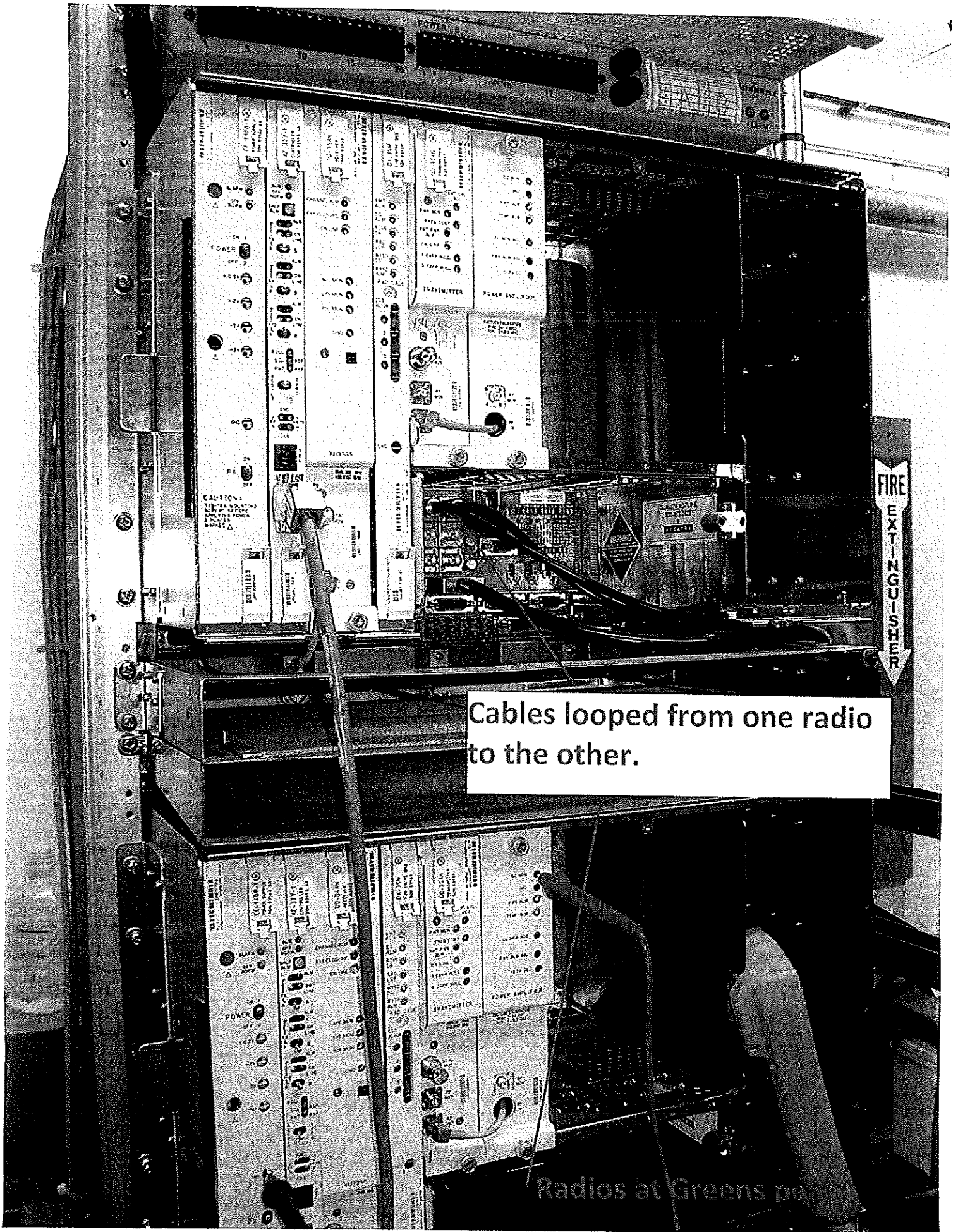
spulsipher@apachecountyschools.net



To St. Johns 6 GHz Freq:6735
Lat:34-06-39.2 N Long:109-34-28.3 W
Elevation: 3087.6 Call Sign: WPWI637

To Springerville 6 GHz Freq:6835

Greens Peak, SRP Tower

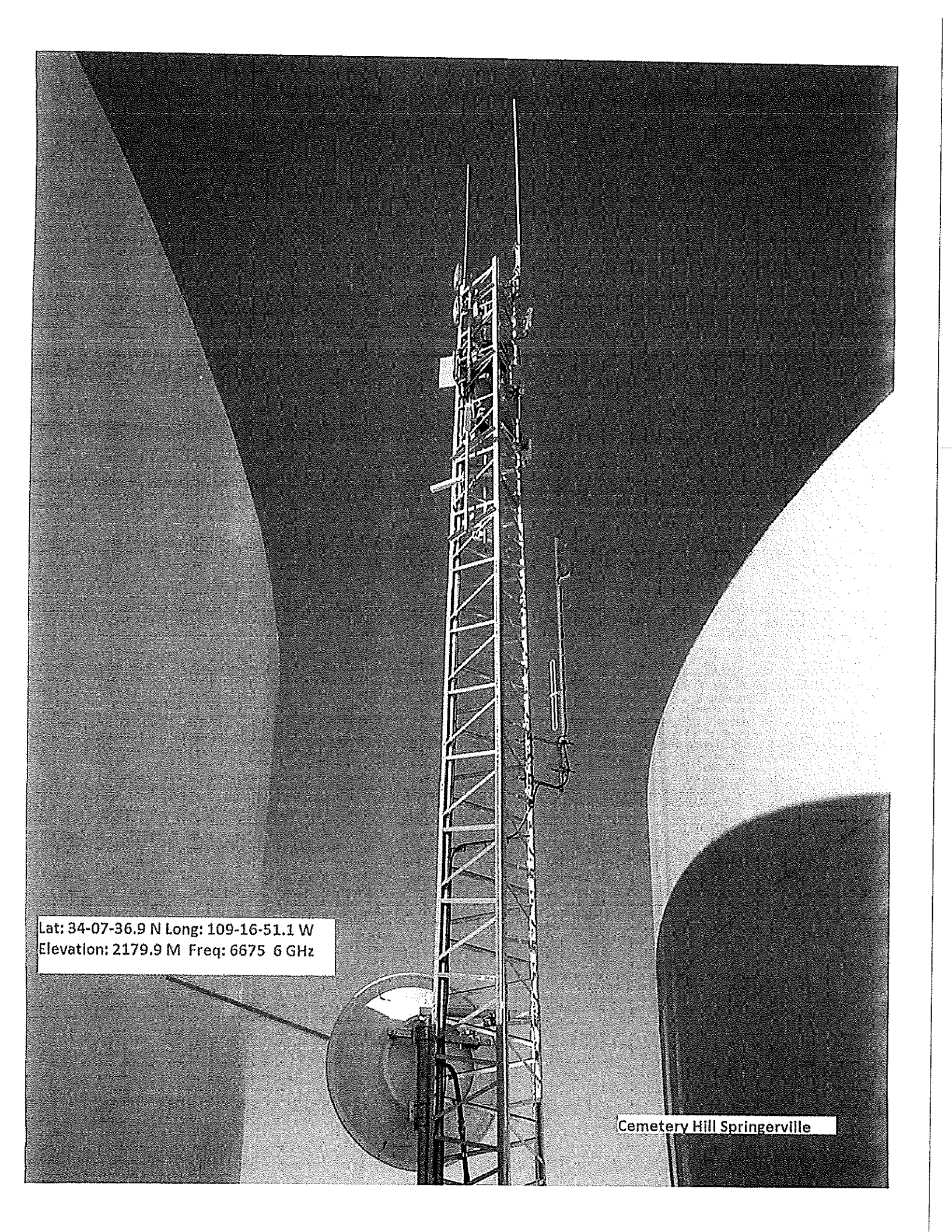


Cables looped from one radio to the other.

Picture taken while on the tower
in Springerville towards Greens
Peak.

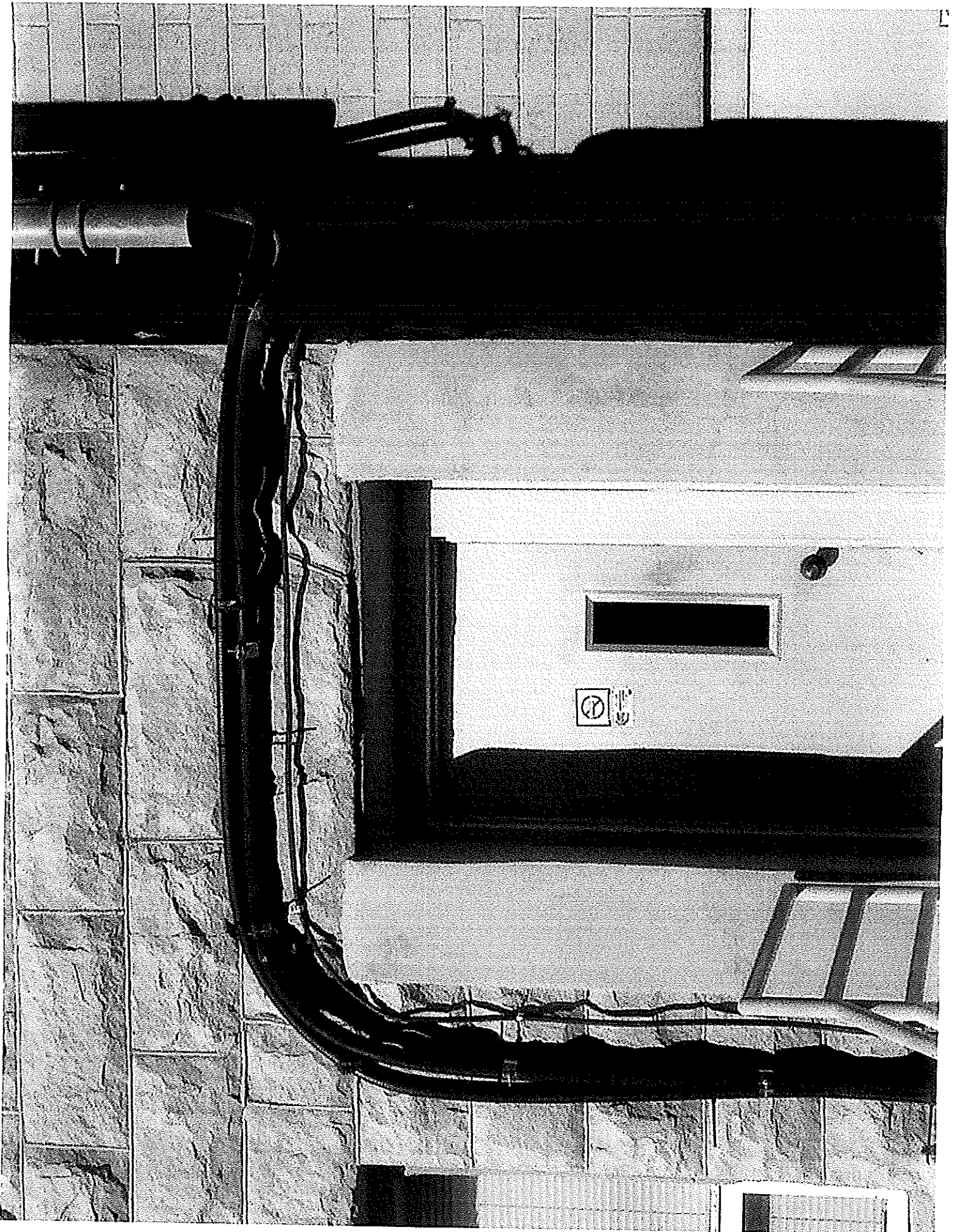
Greens Peak

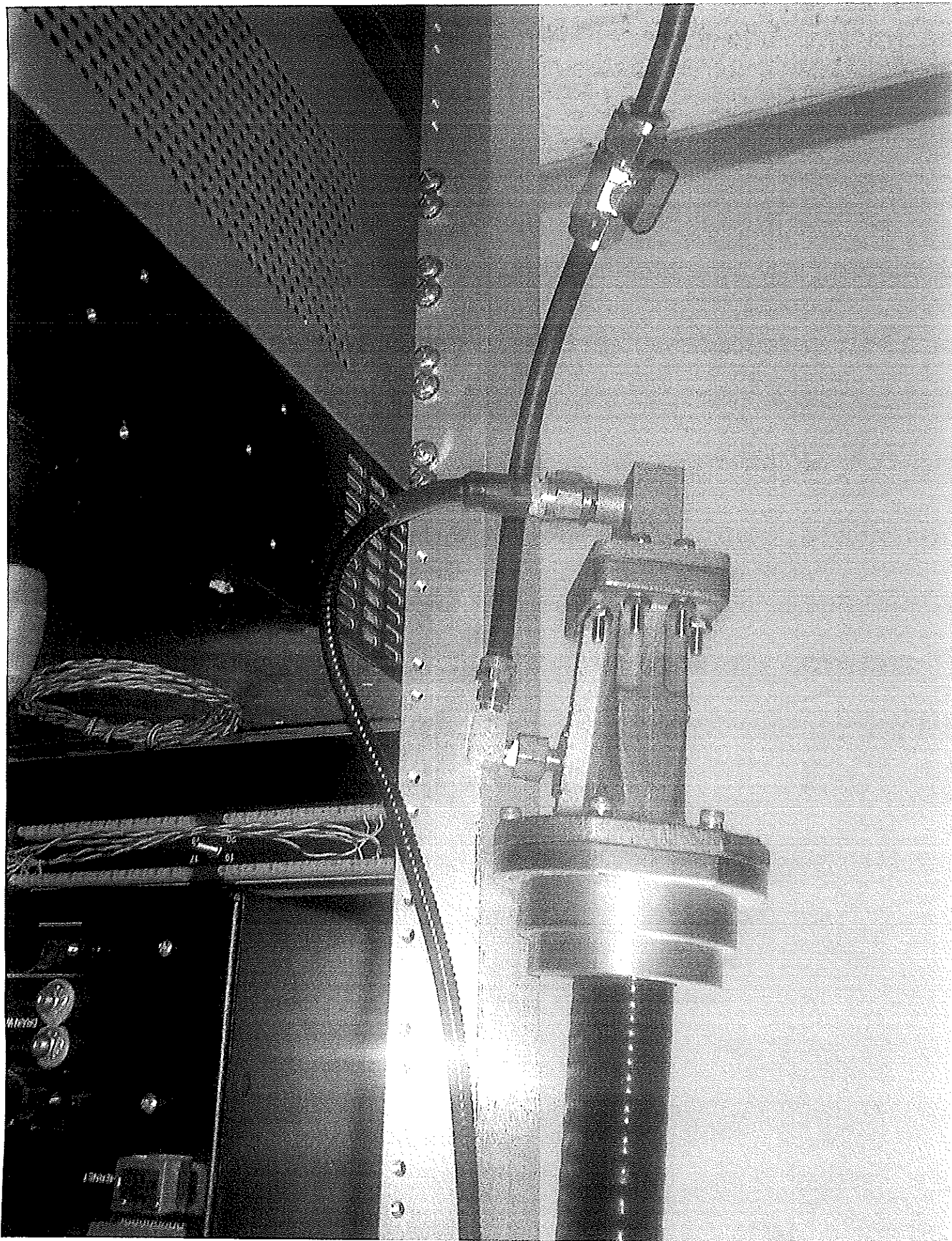


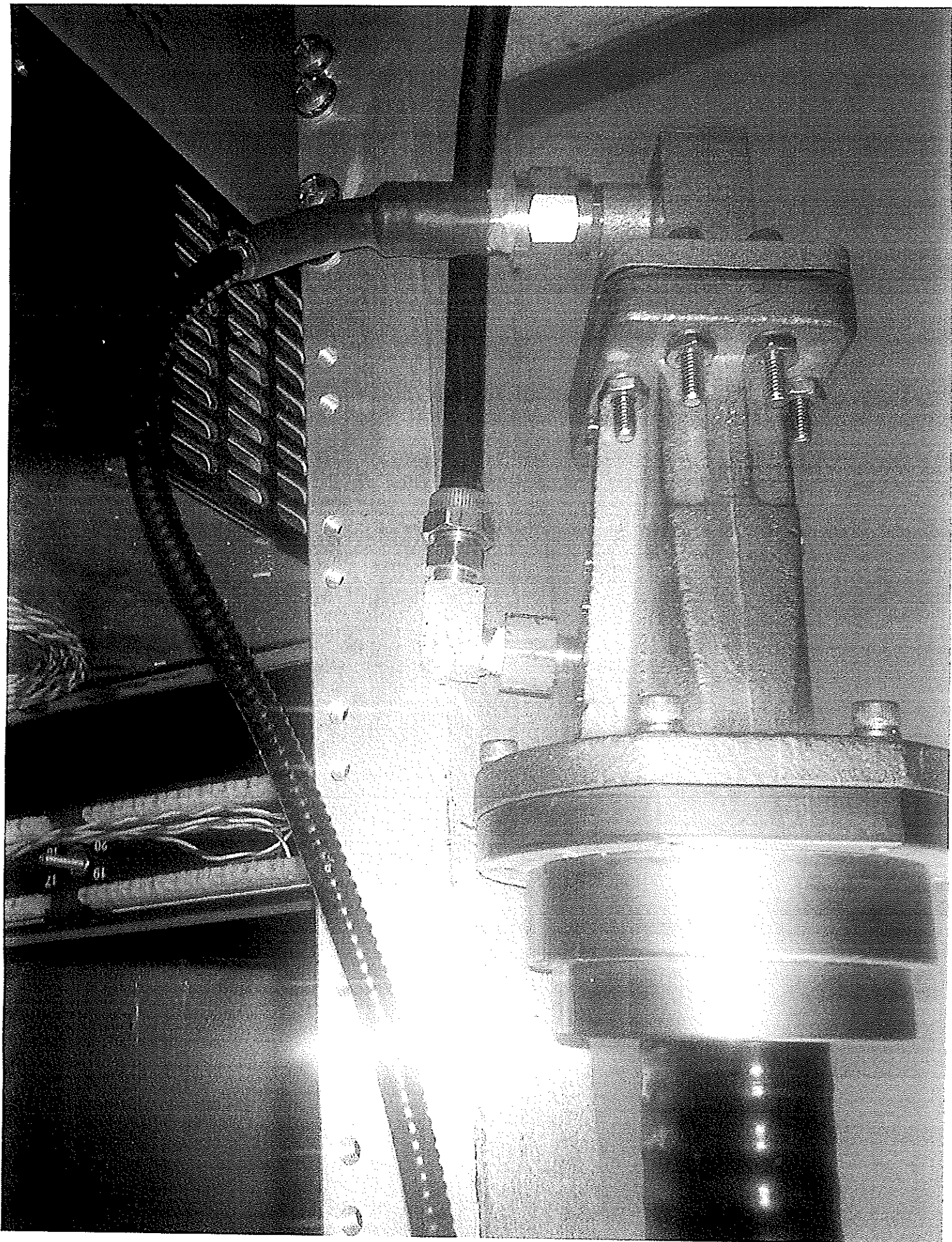


Lat: 34-07-36.9 N Long: 109-16-51.1 W
Elevation: 2179.9 M Freq: 6675 6 GHz

Cemetery Hill Springerville







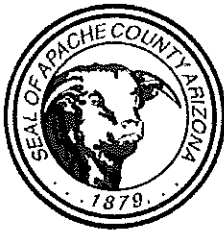
St Johns Court house to Greens Peak
Lat: 34-30-07.3 N Long: 109-21-55.3 W
Elevation: 1756.3 6 GHz 6565
Call Sign: WPWI638



Court House St. Johns Arizona

St. Johns To Round Valley

Location	Latitude	Longitude	Elevation	Frequency	EIRP	Radio Brand	Antenna	Cell Sign	Gain	Elev Angl	Beam width	Height	Azimuth	Polarity
St. Johns > Greens	34-30-07.3 N													
St. Johns	109-21-55.3 W	1756.3 m	6565	109.4167	66.8 dBm	Alcatel MDR-8606-45	CableWave Model: PAD6-65	WPM538	39.6 dBi	1.6	1.6	9.1 M	204.0	V
Greens > St. Johns	34-06-39.2 N													
Greens Peak	109-34-28.3 W	3087.6 m	6735	112.2500	66.8 dBm	Alcatel MDR-8606-45	CableWave Model: PAD6-65							V
Greens > Rivalley	34-06-39.2 N													
Greens Peak	109-34-28.3 W	3087.6 m	6835	113.9167	66.8 dBm	Alcatel MDR-8606-45	CableWave Model: DAG-65A	WPM537	39.8 dBi	2.0	1.7	19.8 M	86.2	H
Rivalley > Greens	34-07-38.9 N													
Cemetery Hill	109-16-51.1 W	2179.9 m	6675	111.2500	66.8 dBm	Alcatel MDR-8606-45	CableWave Model: PAD6-65	WPM645	39.6 dBi	1.9	1.6	6.1 M	288.3	H



Apache County Board of Supervisors

P.O. Box 548 75 N. First St. – West St. Johns, AZ. 85936-0548

Telephone number - 928-337-7544 Fax Number- 928- 337-2033

Contact Person – Olivia Aranda –

rfp@apachecounty.net

Request for Proposal – SA-RFP 2013 – Upgrade for Apache County Broadband Microwave

Sealed bids will be received by Apache County Procurement Department for Broadband connectivity requirements for SA-RFP 2013 – Upgrade for Apache County Broadband Microwave due at the County School Superintendents office (located south and west of main stone building), on or before 3:00 p.m., (local time) March 28, 2013. Sealed responses will be time stamped in the superintendent's office. Responses received after the stated closing time will not be accepted.

It is the responsibility of the submitting vendor to have their response delivered to the right location and at the right time whether delivered in person or by a mail carrier. Envelopes must be properly marked on the outside with the Bid name "SA-RFP 2013 – Upgrade for Apache County Broadband Microwave" on the front of the envelope and the name and address of the submitting company.

Please review the enclosed requirements and specifications as the County reserves the right to accept or reject, cancel, postpone any or all bids, waive minor irregularities, and accept any contract deemed to be in their best interest.

Vendors are strongly encouraged to seek clarification on any item not made clear within this bid document. The submission of a bid will indicate that the bidder understands the requirements and specifications and agrees to the terms and conditions set-forth. All requests for clarification should be by Email, or fax correspondence. Note all inquiries submitted must be shared with any other respondent as provided under Arizona State Procurement.

Bids will be publicly opened, recorded, and read at time of closing. All information will be made available for public inspection after the review and award. Information marked and accepted by the County and marked to be "confidential" will not be disclosed according to Arizona Administrative Code R7-1005. Neither an entire bid proposal nor pricing will be accepted as confidential.

Items deemed "confidential" should be stated so with company name, date and reason as to the confidential nature.

This contract will be for product and services for one year with "2" one-year extension options, for an option total of three years. The district reserves the right to RE-NEGOTIATE with winning bidder at each anniversary date.

If you desire additional information, you may contact the person designated below;

This page must be returned with your bid proposal

Apache County
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548

Telephone number - 928-337-7544
Fax Number - 928- 337-2033
Olivia Aranda

INSTRUCTIONS TO VENDORS

1. Sealed bids must be submitted to the Purchasing Office at:

Apache County
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548
Olivia Aranda
“SA-RFP 2013 – Upgrade for Apache County Broadband Microwave”

2. Bidder’s Qualifications:
Contractors submitting bids for this project shall have qualifications as follows:

- a. Shall be reputable, recognized organization having successful experience in work of this type.
- b. Shall have ample financial resources for work and orders of this magnitude.
- c. Shall be a licensed contractor as required in the state of Arizona (and/or its subcontractors)-Any sub-contractors used shall be stated in the response, the County reserves the right to accept or refuse the use of sub-contractors submitted by the bidder. Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
- d. Shall provide 2 references for projects of this type during the last 2 years

3. Bid Execution:
a. This bid will be awarded in whole to one vendor. A comparison of all costs as a total will be evaluated using the evaluation criteria set forth and will be recommended for award. The County reserves the right to reject any or all proposals.

4. Bid Signatures:
a. The signature of the signor for corporations, partnerships, or individually owned companies shall be the authorized individuals who have authority to bind the corporation, partnership or company to the terms of this contract.

5. Eligibility:
a. To be considered as eligible to submit a bid, a Bidder shall have complied with all the legal requirements to permit them to operate under the applicable laws of the State of Arizona where the work is to be executed. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

This page must be returned with your bid proposal

6. Number of copies of Bid Response:

SA-RFP 2013 – Upgrade for Apache County Broadband Microwave RFP

Apache County

Due Date – 3/28/2013

- a. Please submit TWO copies of the bid response, one marked “original” the other “copy”
Note - both must be signed and dated.

7. Bid Items:

a. While completing the vendor proposal page, please make sure you are aware of the column heading:

1. Part number
2. Description
2. Quantity
3. Unit cost
4. Extended cost

b. Any Brand names of manufacturers have been given as a measure of quality. Where noted the manufacturer’s specification stated will be the only brand acceptable as the County has approved and pre-tested the quality and workmanship in the manufacturer name brand and has “standardized” to the specific brand stated. The County has standardized this equipment for the following reasons: technology staff has been trained on equipment, has parts inventory, has been installed in these schools, or is using v-lan or other technology that requires compatibility with existing network resources.

c. If any bidder is in doubt as to the true meaning, spirit or intent of the drawings, specifications, or any part of the contract documents, they may make a request for interpretation thereof, provided said request is received by the County in sufficient time to issue an addendum. Any interpretation of contract documents, if made, will be by addendum if clarification would cause the outcome of the bid results to change.

e. All materials unless otherwise specifically noted, shall be warranted against defect, and for a period of one (1) year minimum. The County shall also be protected against all suits or claims for infringements of patent rights; and if required, the contractor shall deliver a complete release of all liens arising out of this contract. The warranty period shall begin after the County’s receipt and acceptance of the equipment.

f. All equipment shall be new. Workmanship and materials shall be of good quality.

g. Descriptive literature, catalog cuts, pictorial bulletins and specifications may be requested for evaluation purposes.

8. Delivery:

All shipments are to be delivered to: Work Site as required. All equipment shall be delivered and installed within the delivery window as specified on the purchase order.

9. Safety Requirements:

Precaution shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Association of General Contractors of America and Federal Safety and Health Regulations for Construction as issued by the Department of Labor.

This page must be returned with your bid proposal

10. Application for Payment:

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The supplier will submit for payment an itemized invoice in duplicate with the approved purchase order number for the equipment and/or services delivered. Invoices are to be mailed to the

Apache County Schools
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548
Olivia Aranda

This page must be returned with your bid proposal

11. OSHA Standards:
Bidders are required to meet State and Federal OSHA standards on equipment where requirements have been enacted. As a voluntary alternate, the State and Federal OSHA standards will supersede the published specifications.
12. Conformity:
a. All equipment furnished under these specifications shall be manufactured and installed in strict conformity with all codes, regulations and the requirements of the State Board of Health, the National Sanitation Foundation Standards or any State or local agency.
b. All equipment shall conform to the current standards and bear the seal, if possible, of UL, NEMA, ASME, AGA, OSHA, NFPA, where applicable standards have been set up, or otherwise conform to the requirements of the authorities having jurisdiction.
c. Wherever the requirements of the drawings and specifications are in excess of the regulations, the regulations shall govern.
d. Wherever the requirements of the drawings and specifications violate the regulations, the regulations shall govern.
13. District Representative:
Olivia Aranda, has been appointed as the County representative to hear and receive any bid protest that may arise from this bid according to the State of Arizona Procurement Rules R7-2-1141 to 1153,
Apache County
75 N. First St. – West
P.O. Box 548
St. Johns, AZ. 85936-0548
14. Evaluation Criteria:
Evaluation of bids shall be in order of importance as listed:
· Cost – 25 points
· Conformity to the terms and conditions of the bid – 20 points
· Completeness of response – 20 points
· Certifications/ licensing and/or authorized distributor for the products offered – 20 points
· Past Vendor performance and/or references – 15 points
15. Non-Collusion and Acknowledgment Page:
Responding vendors must sign, have notarized the Non-Collusion and Acknowledgment Page, failure to include this page in the bid response may hinder the bid award; any addendum issued will be acknowledged on this sheet and returned.
16. Insurance:

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Prior to commencing any work, the contractor and any subcontractors shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$ 1,000,000. , with the contractor (prime) and the County as additional insured parties, and maintain, at its own expense., insurance coverage in a form and from insurers acceptable to the prime. All contractors will provide worker's compensation insurance , which waives all subrogation rights against the prime and the County. Evidence of the required insurance shall be provided by means of a certificate of insurance naming the County as the certificate holder.

This page must be returned with your bid proposal

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SPECIAL TERMS AND CONDITIONS

1. **PRICING:** Offerors are asked to provide pricing for a minimum of (1) year. This will allow all orders to be processed according to budget requirements and erate funding notification. The County may elect to release purchase orders against this contract in advance of erate funding in order to meet construction timelines.
2. **DELIVERY/SHIPPING/HANDLING COSTS:** If a charge for delivery, shipping and handling fees are charged, vendor must state the cost on the proposal page
3. **UNIT PRICE VS EXTENDED TOTAL:** Should there be a discrepancy in the unit cost and the extended cost, the unit cost will prevail. Each group of items must be bid, or the bid may be considered incomplete.
4. **TERM OF CONTRACT:** This contract is in effect for one year with (2) one-year extensions if agreed to by both parties on each anniversary date for a total of three years. Future purchases may be used on the awarded contract but are undetermined at this time.
5. **TYPE OF CONTRACT:** Multi-year, this is a fixed discount contract. Offerors may provide State, Mohave or State recognized purchasing co-operative pricing for this contract if available.
6. **TAXES:** Taxes will not be a consideration toward the total price. Taxes must be stated and will be added to the awarded purchase price.

SIGNATURE PAGE

Authorized Company Signature

Company Name

Title/ Position

Address

Phone and Fax Nos.

City, State and Zip Code

Federal Tax ID #

Contractor License #

Type _____

Arizona Sales Privilege License #

Contractor License #

Type _____

Prices do not include delivery charges: ___

Are these your licenses Y___ N___,

Prices include all delivery charges: ___

Copies of Licenses are attached _____

We have included all applicable taxes in our response: ___

Offeror has attached a letter, agreements or declaration from the manufacturer that certifies the following:

Offeror is a bona fide dealer for the equipment in the bid or Offeror is authorized to submit a bid for the equipment

We are a - Small Business Concern ___ Minority Business Concern ___ Woman Owned ___ Disadvantaged ___

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ACKNOWLEDGMENT & NON-COLLUSION AFFIDAVIT

Each bidder will initial as having read and complied with all the Terms and Conditions and Specifications. Failure to do so could seriously hamper the bid evaluation process.

Instructions to Vendor: _____ please initial
Acknowledgment & NC Affidavit _____ please initial
Uniform Terms & Conditions _____ please initial
Uniform Instructions _____ please initial
Special Terms and Conditions/Signature Page _____ please initial

Please initial as acknowledgment if applicable:

Addendum #1: _____ #2 _____ #3 _____ #4 _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County of _____)

Name Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal ("Offeror") with respect to the 2010 RMDS Broadband RFP
Apache County Board of Supervisors
Due Date – 4/27/2010

and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other offeror to put in a sham or collusive bid, or induced or solicited any other offeror to refrain from submitting a proposal.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

By: _____

Title: _____

Subscribed and sworn to me this _____ day of _____ 2005.

Notary Public: _____

My Commission Expires: _____

Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

In accordance with A.R.S. Sections 35-391 et seq. and 35-393 et seq., the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan nor scrutinized business operations in Iran.

This page must be returned with your bid proposal

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the County/public entity
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“County/Public Entity”** means the Apache County Board of Supervisors/public entity that executes the Contract.

2. Inquiries

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation

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number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least five (5) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-offer conference has been scheduled under this Solicitation (**none**), the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink: Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
- E. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- F. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- G. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- H. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- I. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- J. Federal Excise Tax. Counties/School Districts/public entities are exempt from certain Federal Excise Tax on manufactured

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goods. Exemption Certificates will be prepared upon request.

- K. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- L. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer if applicable.
- M. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- N. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform General Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors; and
 - 8. Uniform Instructions to Offerors
- O. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the County/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County /public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The County /public entity shall make a determination on whether the stamped information is confidential pursuant to the Arizona County /public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

5. Evaluation

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- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the County /public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor .Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Offers or portions thereof; or
 - 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the County /public entity reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County /public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the County /public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the County. Offerors will be so notified in writing by the County.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the County Representative, Olivia Aranda. A protest of a Solicitation shall be received by the County Representative before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the County/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized by the County /public entity to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the County or public entity that executes the Contract.

2. Contract Interpretation

- A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Contract Order of Preference.** In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;

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3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation;

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The County /public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the County /public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County /public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the County /public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County /public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the County/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County/public entity.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County/public entity

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within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*

- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the County /Public Entity. The County /public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The County /public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the County /public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the County /public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The County /public entity will make reasonable efforts to secure such funds.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The county/public entity shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the County /public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the County /public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the County /public entity of materials furnished or work performed under this Contract. The County /public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

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D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County/public entity of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the County /public entity shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the County /public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable

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Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. County /Public Entity's Contractual Remedies

- A. Right to Assurance. If the County/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County /public entity's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
 1. The County /public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the County /public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the County /public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The County /public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County /public entity or damages assessed by the County /public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the County /public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the County /public entity is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The County /public entity may, by written notice, terminate this Contract, in whole or in part, if the County/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any

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officer or employee of the County/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The County /public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- C. Suspension or Debarment. The County /public entity may, by written notice to the Contractor, immediately terminate this Contract if the County /public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The County /public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County /public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the County /public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County /public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the County /public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County /public entity on demand.
 - 3. The County /public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the County /public entity for any excess costs incurred by the County /public entity in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

End of contractual information

SA-RFP 2013 – Upgrade for Apache County Broadband Microwave RFP
Apache County
Due Date – 3/28/2013

SA-RFP 2013 Upgrade for Apache County Broadband Microwave

Apache County Schools Business Consortium is seeking proposals to upgrade an existing Microwave system. The intent is to increase throughput, reliability and possibly ease of maintenance. The system is currently licensed for 1 DS3 but is capable of three DS3 capacities with upgrades. Two of the hops are in the 6 GHz licensed range and one in the 11 GHz licensed range. The system originates at the Apache County Annex building in St. Johns Arizona and ends at the Sanders Unified School District Middle School in Sanders Arizona. This link consists of one 4 mile 11 GHz hop, one 41 mile 6 GHz hop and one 10 mile 6 GHz hop.

Overview of Link from St. Johns to Sanders

The system consists of three hops.

The first from the Apache County Annex building roof top to what we call Big Knoll hill. This hop is 11 GHz (MDR-8611-45-15-NS) Alcatel radios with probably 100' of elliptical waveguide (EW52, EW90) running to a 2' dish at the top of a Rohn 25 guyed tower on the roof. It shoots to Knoll to a 6' dish on a 40' tower which runs down into an equipment building.

The second hop is 6 GHz (MDR-8606-45-31-NS) Alcatel radios and goes from the 40' tower to Parker Ridge a 41 mile shot, a standard 10 foot standard dish (Andrew PL10-59) to a similar dish at Parker Ridge both connected with elliptical waveguide (EW52, EW90). The tower at Parker Ridge is a 120 PIROD free standing tower with a standard communications building.

The last hop is 6 GHz (MDR-8606-45-31-NS) Alcatel radios and is about 10 miles to Sanders using two 6' (PL6-59-PXA) to a 30' tower attached to the outside of a building. Approximately 40' run of waveguide (EW52, EW90) into the radios in an equipment room. All radios are powered by NewMar IPS-48-11 Power sources.

Radios are at the Sanders middle school end plugs into a cisco router with a gig port. St. Johns end plugs into a cisco 3750 switch with a gig port. The middle radios are looped together at this point. The existing system uses DS3 Ricci at each end to convert to Ethernet. Original system was multiplexed out into individual T1 circuits.

The terrain is high desert with the foliage being sage brush and cedar trees. Outside of ranches and few small communities there is little population. There are several existing towers at Parker Ridge because it is the high point.

Note: The 11 GHz system was originally designed for two 4' dish but due to the nature of the 25' Rohn on the Annex roof it was changed to a 2' on the annex end and a 6' foot on the knoll hill end. This link does not have to stay at 11 GHz but if changed will have to be re-licensed.

Note: The build docs included show the system at Sanders as being a roof mount but it is not, it was replaced with tower attached to the side of the building.

We will provide pictures, license information upon request. We do have some the original build docs that may provide required information if needed.

RFP response options may be provided for any the following 4 scenarios in order to evaluate how they meet budgetary and performance needs.

1. Upgrading or replacing and to convert to Ethernet and achieve 135 Plus MBs full duplex throughput. This option would have to include a sparing setup to minimize down time. *(if the existing radios stay in place we have some existing spare radios, so an inventory could be done to make sure the system is covered)*
2. Upgrading or replacing to convert to Ethernet and achieve 135 Plus MBs with hot standby radios. (Existing system is capable of hot standby but isn't equipped at this time). *(if the existing radios stay in place we have some existing spare radios, so an inventory could be done and the spares used to build standby system)*
3. Upgrading or replacing to convert to Ethernet and achieve 300 MBs or better with hot standby radios. (Existing system is capable of hot standby but isn't equipped at this time). We understand that that now the MDR-8000 standby radios can be licensed to run in parallel with the main radios to increase throughput to approximately 300 MBs.
4. Adding space diversity to any of the existing scenarios to increase reliability.

Support for specific T-1 or DS3 channels is not required since the primary object is broadband, non-channelized data with in band Ethernet management via SNMP.

In an ideal world we would try to achieve 5 9's but that would require generators which we don't have at this time. We would like to try to reach 5'9s or as close as possible uptime with the equipment itself as possible within our budget. The existing design has been pretty reliable with the exception of a few odd times where we may have had some fade but for the most part the system has not gone down except for when a component has failed or the power has been out longer than our UPS units will last. The one 41 Mile hop should probably have had been designed using space diversity but the cost was prohibitive and the design indicated that it was on the border line so it was not added.

There is a preference for budgetary reasons to utilize the existing Antenna and waveguide system. And we would like to try to try keep the radios as "indoor units" if possible. The wave guide could be replaced if a new system is proposed and it can adapt to the antennas. The endpoints at Parker Ridge would be very difficult to service in the winter months if climbing a tower is required. We realize that there may be hit to adapt to use the waveguide. We would entertain using different systems for different hops but we would need to minimize the sparing cost. The scenario picked will depend on which if any falls within our budget.

Information required

- Full duplex bandwidth capability
- Latency figures
- Cost of the different options
- Redundancy options
- Reliability and MTBF
- Description of complexity of maintenance and cost of maintenance
- Tuning requirements
- Install time
- Please state initial warranty period (min 1 yr.), and cost for (2) 1 year warranty extensions if not provided by manufacturer. Replacement availability
- Future ability to increase bandwidth
- Monitoring capabilities (SNMP)
- Description of Layer 2 Tunneling protocol support
- Description of QoS and Voip support
- Include 3 reference accounts with contact information
- Provide copy of ROC license and factory certifications for qualified individuals.

Scope of Work

- Site survey and path analysis as required.
- New licenses or relicensing as needed.
- Basic training of equipment maintenance will be provided to Consortium Techs.
- Include minimum 8 hrs. and your hourly rate, travel/per diem to location
- Include costing for any maintenance contract based on daily rate w travel/per diem, include hourly costing for telephone support in ½ hour increments.
- Depending on the time of year, work requiring unit down time may require after hours or weekend work to minimize interruptions.
- Contractor will do equipment install, realignment, and adjustments and or replacement to Antennas as needed this will require qualified tower personnel.
- Tower or mounting modifications as needed.
- Scope of work includes installation, system certification, any/all FCC licensing, documentation.
- Adjustments to power requirements as needed.
- Minimum Systems power or battery back provided for radios should be 30 minutes with brownout and lightning protection. Equipment should be designed for 99.99% uptime or better.
- Performance test results verifying throughput Documentation and schematics of all equipment installed.

Contact Information:

Shirley E. Pulsipher

Apache County Schools Business Consortium

PO Box 548

St. Johns, Arizona 85936-0548

928-337-7510

spulsipher@apachecountyschools.net

10' 6 GHz to Sanders

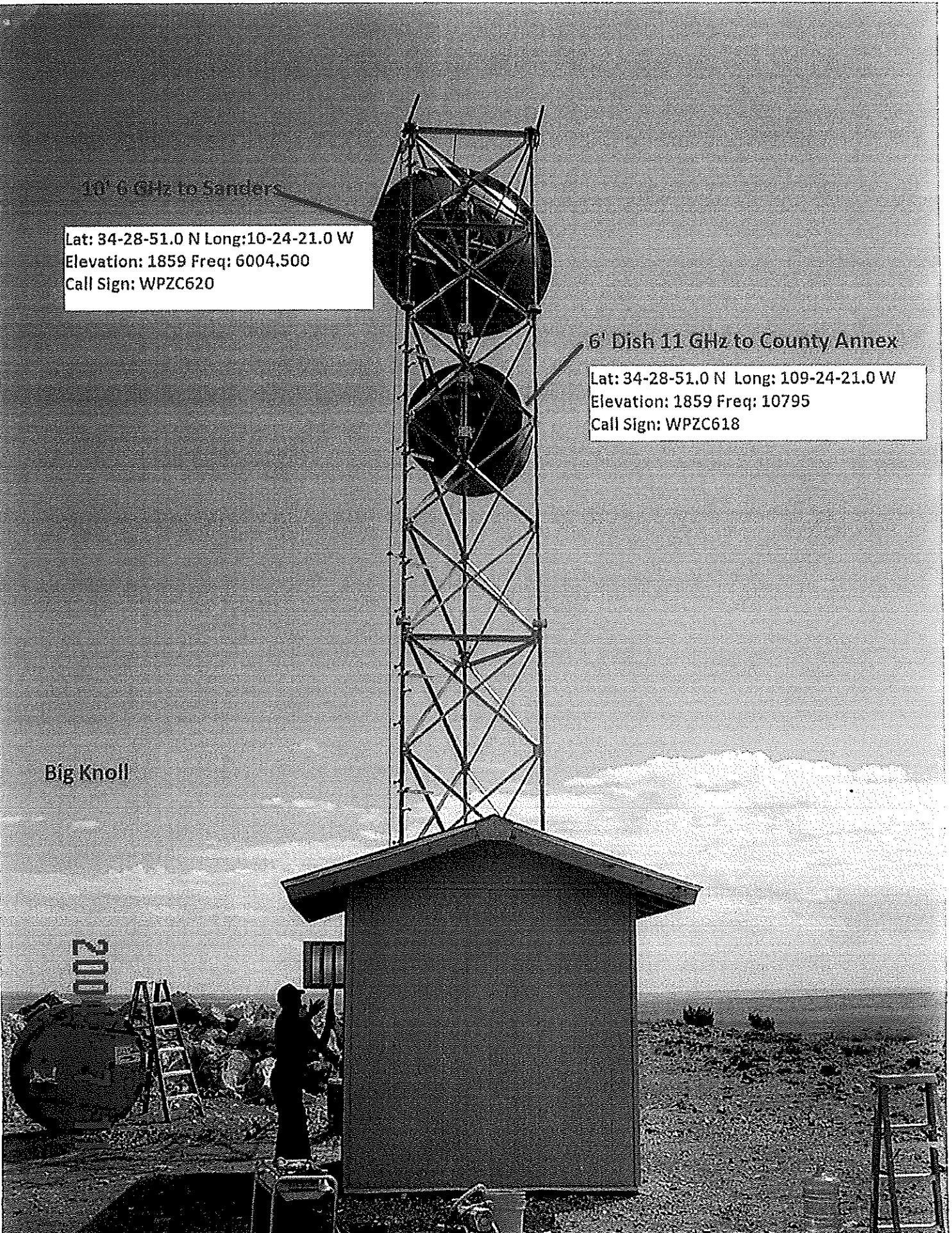
Lat: 34-28-51.0 N Long:10-24-21.0 W
Elevation: 1859 Freq: 6004.500
Call Sign: WPZC620

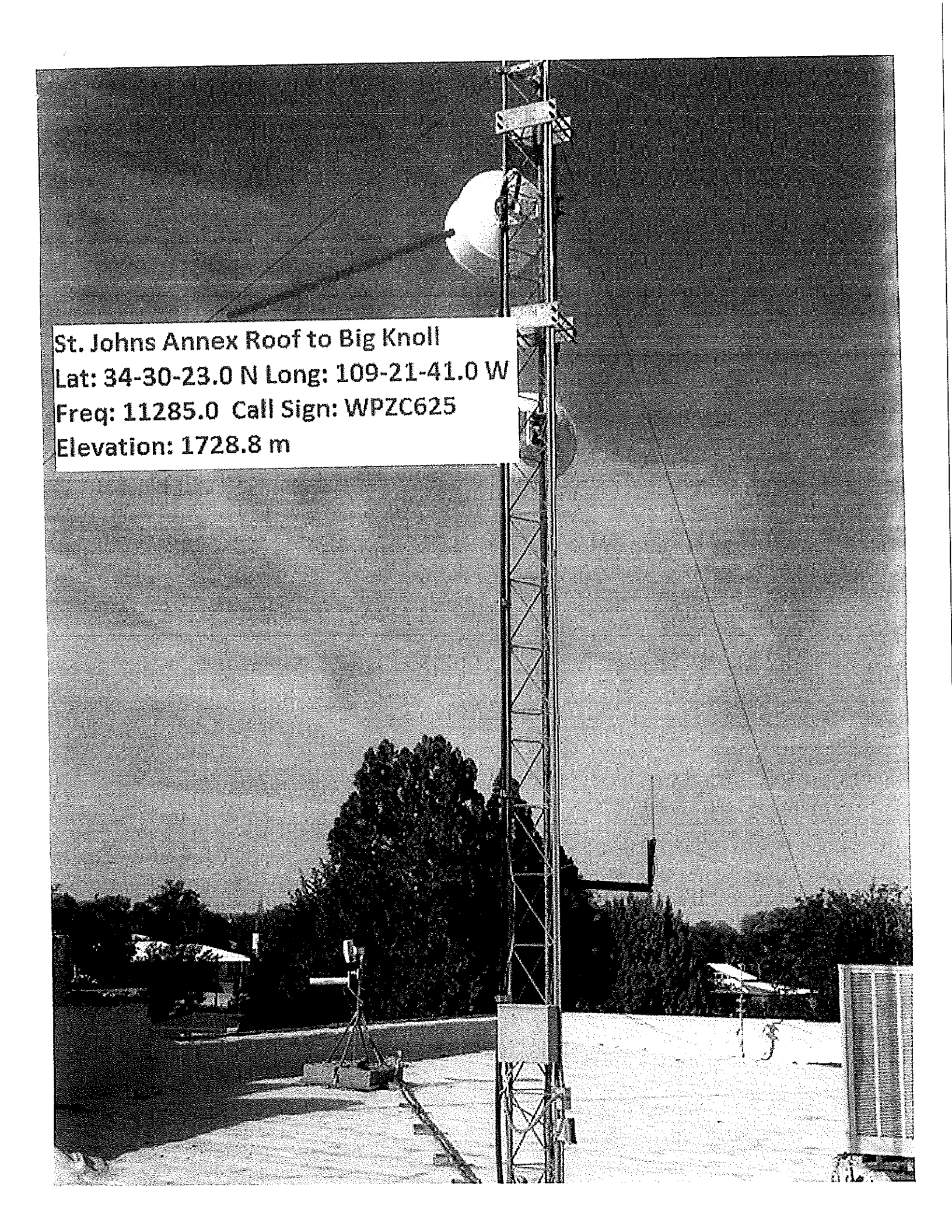
6' Dish 11 GHz to County Annex

Lat: 34-28-51.0 N Long: 109-24-21.0 W
Elevation: 1859 Freq: 10795
Call Sign: WPZC618

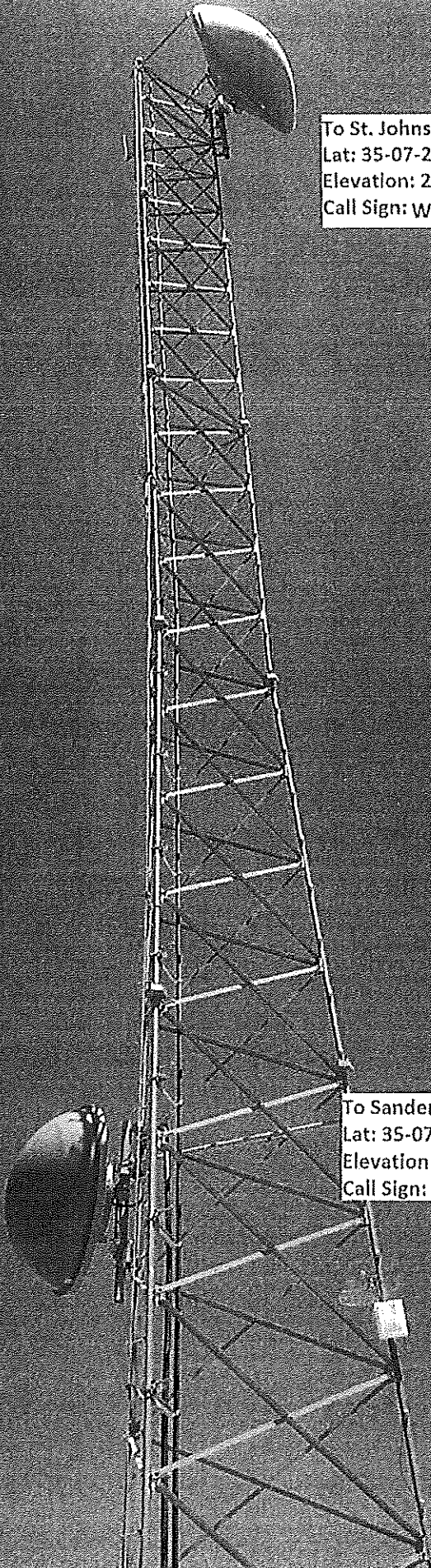
Big Knoll

200





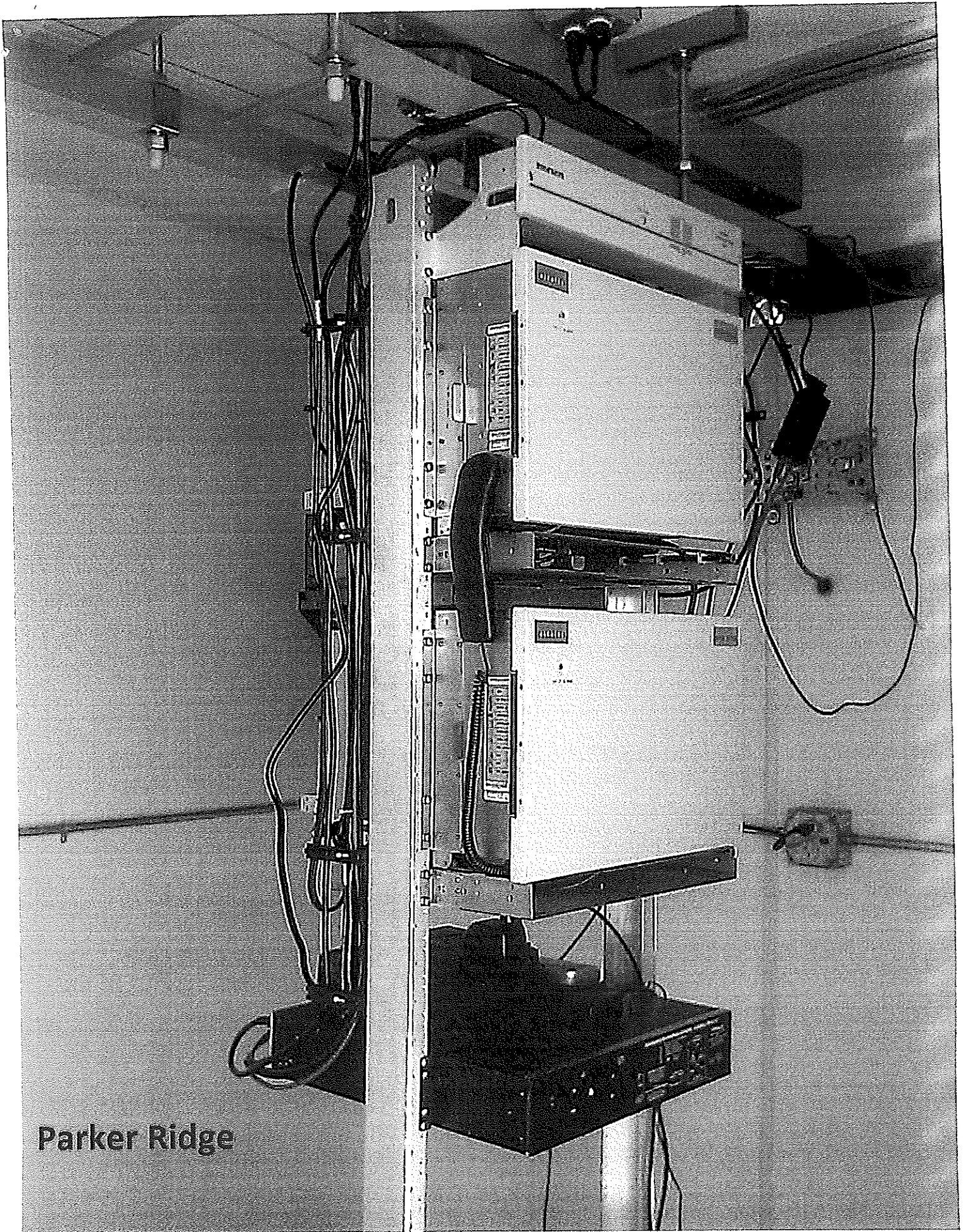
St. Johns Annex Roof to Big Knoll
Lat: 34-30-23.0 N Long: 109-21-41.0 W
Freq: 11285.0 Call Sign: WPZC625
Elevation: 1728.8 m



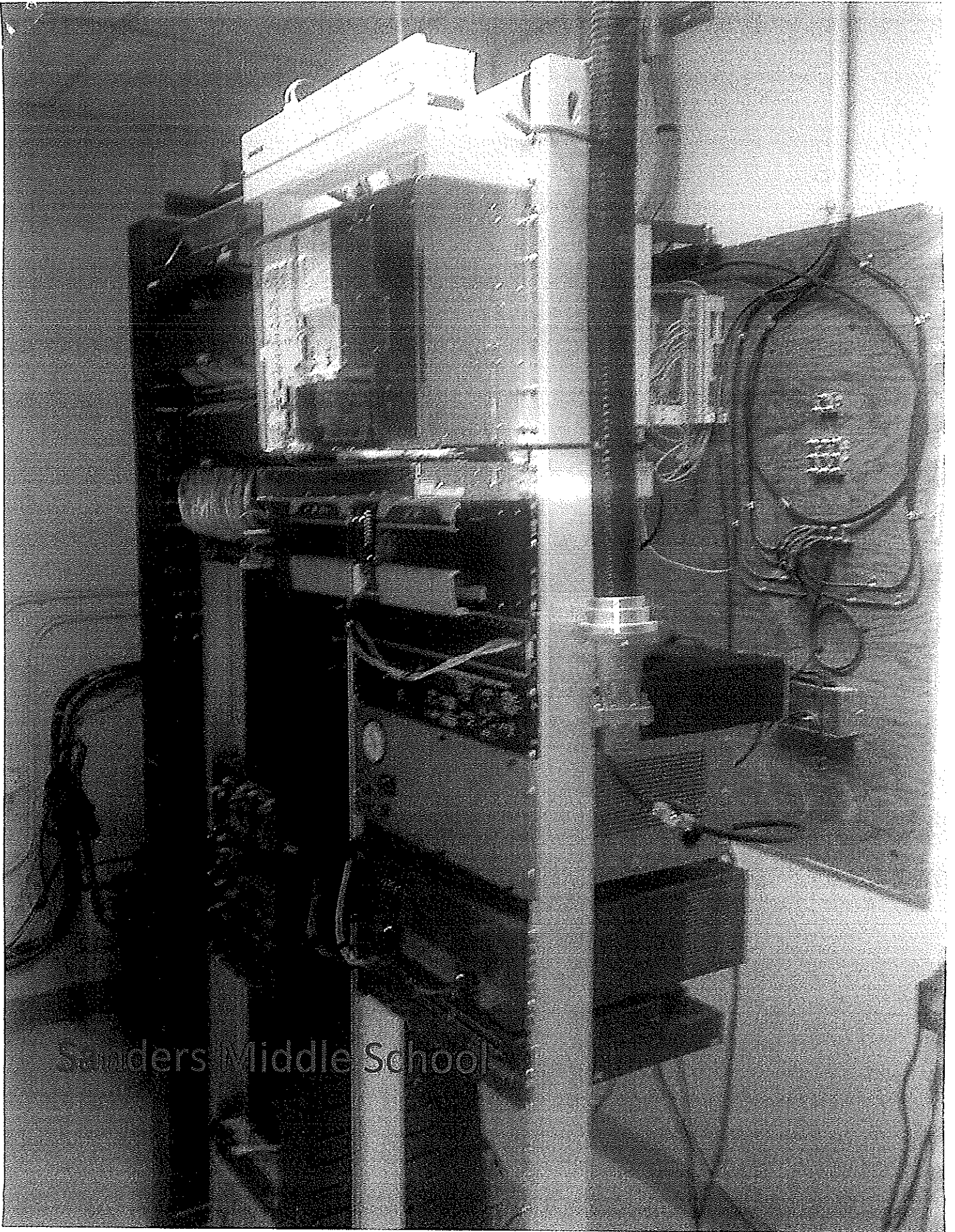
To St. Johns Big Knoll
Lat: 35-07-22.0 N Long: 109-11-47.0 W
Elevation: 2106.1 m 6 GHz Freq: 6256.540
Call Sign: WPZC621

To Sanders Middle School
Lat: 35-07-22-0 N Long: 109-11-47.0 W
Elevation 2106.1 m 6 GHz Freq: 6197.240
Call Sign: WPZC622

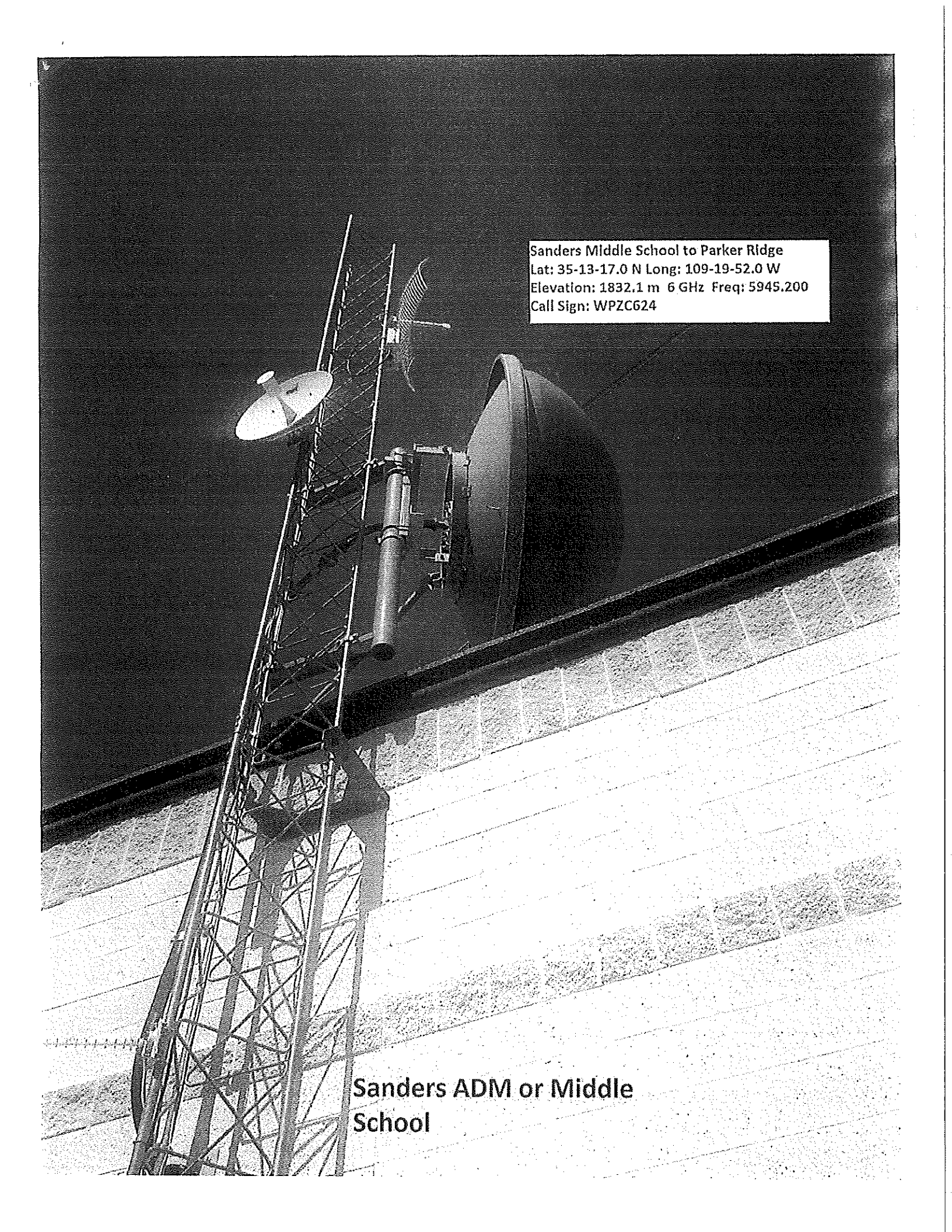
Parker Ridge



Parker Ridge

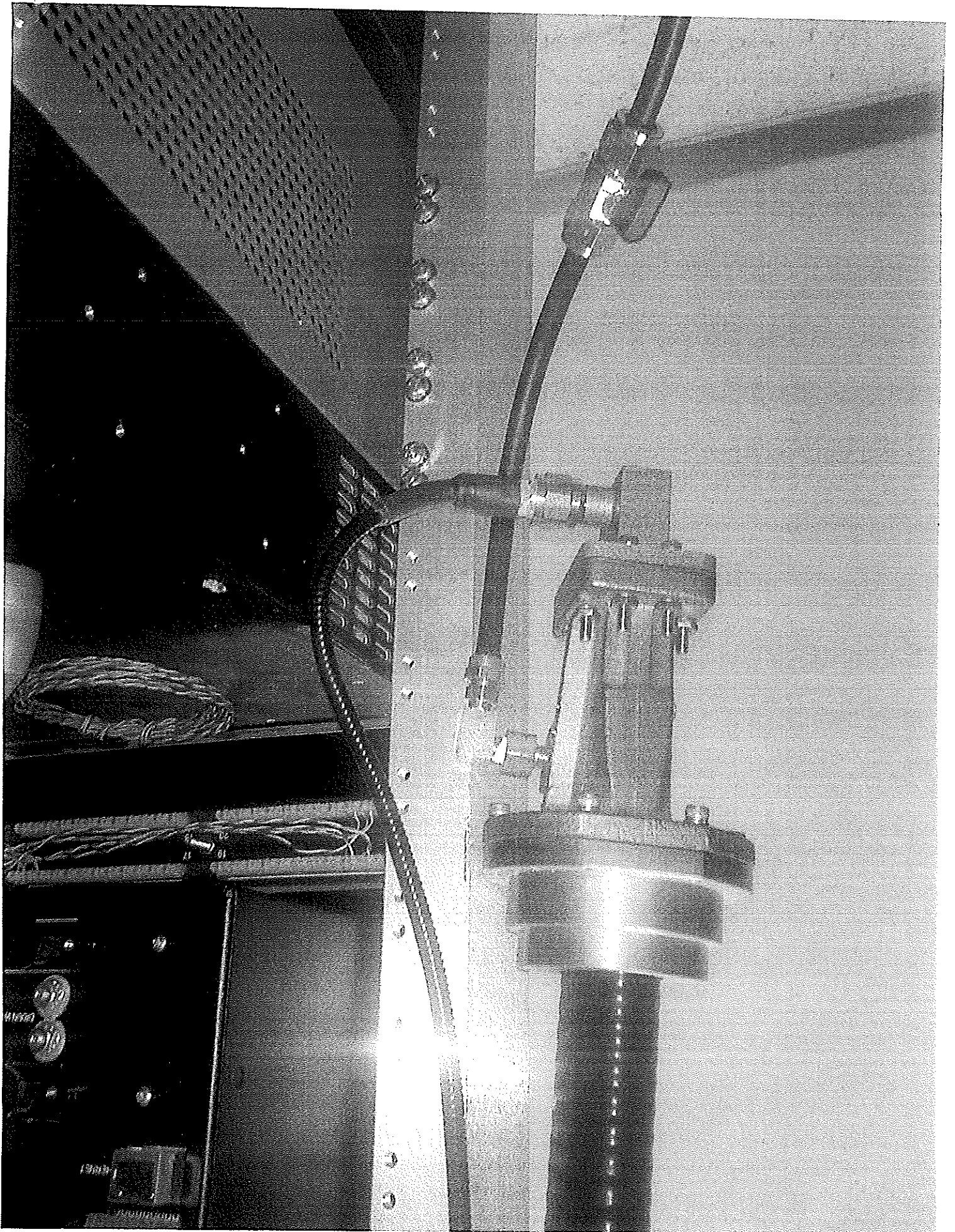


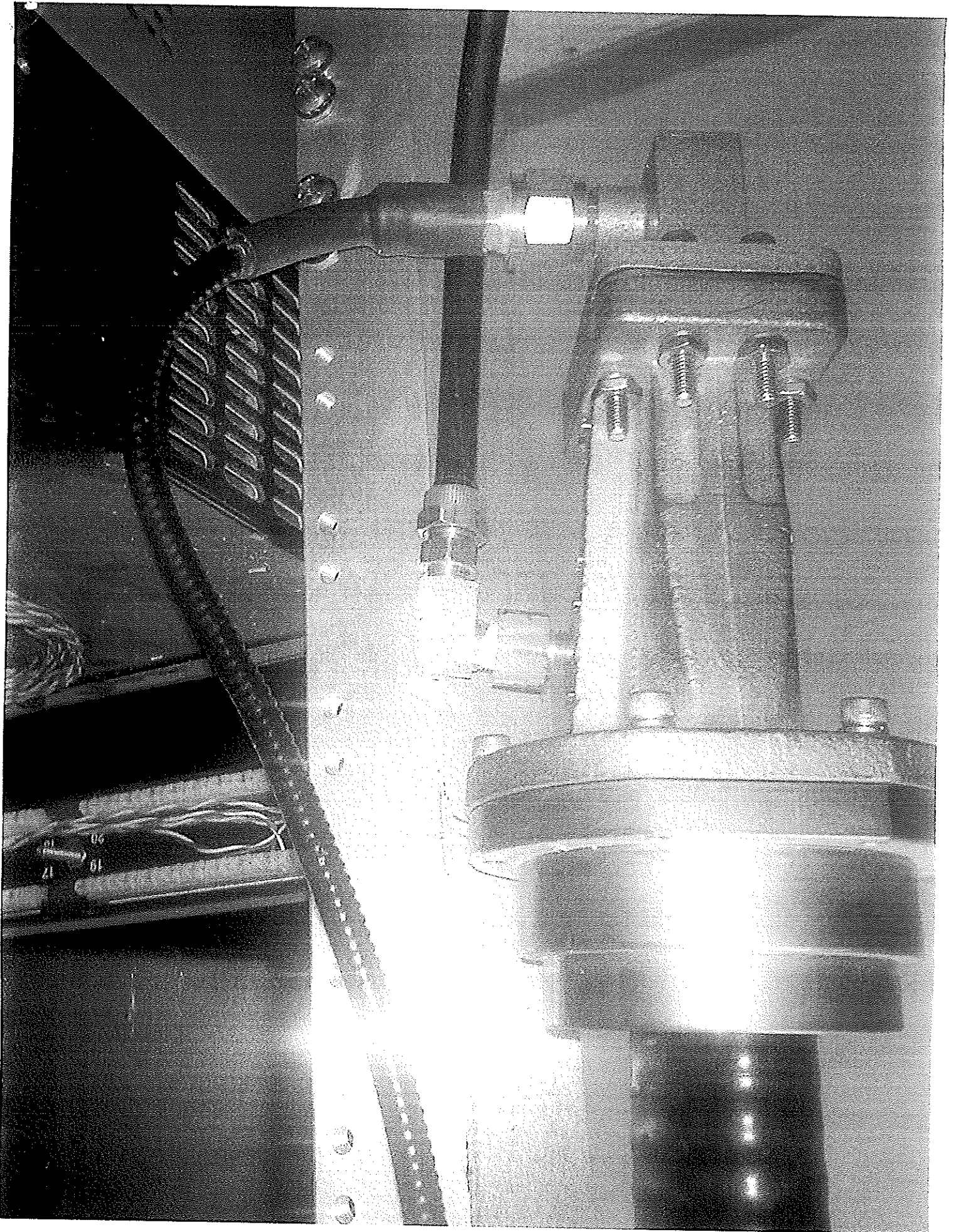
Sanders Middle School



Sanders Middle School to Parker Ridge
Lat: 35-13-17.0 N Long: 109-19-52.0 W
Elevation: 1832.1 m 6 GHz Freq: 5945.200
Call Sign: WPZC624

Sanders ADM or Middle
School





2/11/13
Beth Bond

Subject: FW: Restoration To Competency Contract

per telephone call with Joe Young - OK to go to Agenda

From: Carolyn Dicus [<mailto:Carolyn.Dicus@yavapai.us>]
Sent: Thursday, February 07, 2013 11:02 AM
To: Beth Bond
Subject: RE: Restoration To Competency Contract

Beth

Okay and thank you! Our County Attorney's Office sent them out I think about the end of September for renewal but may have sent them to the Court Administrator. How are you doing?

Carolyn

From: Beth Bond [<mailto:bbond@co.apache.az.us>]
Sent: Thursday, February 07, 2013 10:59 AM
To: Carolyn Dicus
Subject: RE: Restoration To Competency Contract

Carolyn, I don't show any action by the BOS on restoration of competency in 2012. I will visit with the county manager on Monday and see what he knows about this issue...

Beth

From: Carolyn Dicus [<mailto:Carolyn.Dicus@yavapai.us>]
Sent: Thursday, February 07, 2013 9:29 AM
To: Beth Bond
Subject: FW: Restoration To Competency Contract

Hi Beth! I am wondering if you could please help me with something? Back on October 1, 2012, our Board approved an extension for Restoration of Competency Contract for your county. I still do not have any original contracts for our Board to sign. Would you help me with finding out what has happened to them? I would appreciate it very much! This is the document I am seeking in duplicate.

Carolyn Dicus
Administrative Assistant
Yavapai County Board of Supervisors
(928) 442-5196
carolyn.dicus@yavapai.us

Extension of Intergovernmental Agreement
Restoration to Competency Services

WHEREAS, Yavapai County (the "PROVIDER") and (Name of County) County (the "CLIENT"), have previously entered into an Intergovernmental Agreement (the "IGA"); whereby Yavapai County has agreed to provide Restoration to Competency Services to (Name of County) County and

WHEREAS, the IGA provides that following the expiration of its initial term the IGA may be renewed for up to three additional renewal terms by mutual agreement of the parties; and

WHEREAS, the Parties wish to extend the IGA for an additional one-year term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

The Agreement between the Parties for Restoration to Competency Services is hereby extended for an additional two-year term commencing on July 1, 2012 and terminating on June 30, 2014 subject to the same terms and conditions as set forth in said Agreement.

PROVIDER:

CLIENT

Chairman, Board of Supervisors

Date

Chairman, Board of Supervisors

Date

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Determinations of Counsel

The foregoing Intergovernmental Agreement provisions have been reviewed pursuant to A.R.S 11-952 by the undersigned who have determined that they are in the proper form and are within the powers and authority granted under the laws of the State of Arizona to the Parties represented by the undersigned.

Counsel for Provider

Counsel for Client

Deputy County Attorney

Deputy County Attorney

Date

Date



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

BOARD OF SUPERVISORS OF APACHE COUNTY

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

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

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

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

BARRY WELLER
VICE-CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

February 12, 2013

Sheryl L. Barrett
Mexican Wolf Recovery Coordinator
U.S. Fish and Wildlife Service
New Mexico Ecological Services Field Office
2105 Osuna NE, Albuquerque, NM 87113
Email: Sherry_Barrett@fws.gov

Subj.: Request Joint Environmental Planning status regarding the *Environmental Assessment for the Implementation of a Southwestern Gray Wolf Management Plan for Portions of AZ, NM, and TX and other actions affecting Apache County*

Dear Ms. Barrett:

The Apache County Board of Supervisors respectfully request that the U.S. Fish and Wildlife Service (USFWS) Southwest Region (Region 2) extend joint environmental assessment planning, pursuant to 40 CFR 1506.2 (b), with the Apache County Board of Supervisors, relative to the current action by the New Mexico Ecological Services Field Office in developing a Southwestern Gray Wolf Management Plan. Along with that request, it is also requested that Apache County be given full Coordinating Agency status. As well, Apache County is requesting joint-planning status and Coordinating Agency status on all future actions from the USFWS that may affect Apache County.

Consistent with 40 CFR 1506.2 joint environmental planning, Arizona has an equivalent environmental assessment process to NEPA 40 CFR 1500 series, entitled Arizona Coordination Act. As well, with the diversity of our county to include multiple Federally Recognized Indian Tribes, 25 U.S.C. 479a, we encourage you to adhere to Executive Order 13175, which outlines "Coordination With Indian Tribal Governments".

With regard to the proposed Southwestern Gray Wolf Management Plan, these statutory responsibilities include but are not limited to, all subject matters directly or indirectly related to the health, safety, welfare, custom, culture, and socioeconomic viability of a county.

Ms. Baret
February 7, 2013
Page 2

Apache County Board of Supervisors was not provided early notice regarding the USFWS's proposed EA Southwestern Wolf Management Plan. Apache County only recently found out about this proposal when it received a copy of your letter to Jose Salazar, Hidalgo County Manager; dated Dec. 20, 2012.

We are requesting a meeting with USFWS, as soon as possible, for working out a framework for joint environmental assessment, pursuant to 40 CFR 1506.2 (b), and coordinating agency status. Please contact Delwin Wengert, Apache County Manager, at (928) 337-7503 to schedule a mutually convenient date.

We look forward to working with the Service in this matter and await your reply.

Respectfully submitted,

Tom M. White, Jr.
Chairman of the Board

cc: Ann Kirkpatrick, US House of Representatives
Horst Greczmiel, Associate Director, Council on Environmental Quality
Jan Brewer, Governor of Arizona
Dr. Benjamin Tuggle, U.S. Fish & Wildlife Service, Regional Director Southwest Region (2)

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager - Per Delwin

Date/Signature: 2/11/13

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

Request appointment of Barry Weller to serve as the County representative for NACOG

BOS Meeting Date Requested 2/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Board of Supervisors

Santa Cruz County



MANUEL RUIZ
District 1
RUDY MOLERA
District 2
JOHN MAYNARD
District 3

M E M O R A N D U M

TO: Small Counties Forum Members
Apache, Gila, Graham, Greenlee, La Paz, Navajo

FROM: Carlos Rivera, County Manager by jm

RE: February Small Counties Forum Meeting

DATE: January 31, 2013

Santa Cruz County will host the February *SMALL COUNTIES FORUM* at the Hilton Garden Inn Phoenix Airport North located at 3838 E. Van Buren Street, (602) 306-2323, on **Wednesday, February 20, 2013, at 6:30 p.m.** A block of rooms has been reserved at the rate of \$128 plus tax (please state you are with "Small Counties Forum"), which includes a full hot buffet breakfast in the hotel's restaurant. Reservations may be made until **February 13th** or until the group block is sold-out. Reservation can be made by using the personalized group page below:

<http://bit.ly/HgiPhoenix>

We have made arrangements to serve a buffet which includes: Prime Rib of Beef and Herb Chicken Breast with all the trimmings and dessert.

If you plan on attending, please call Jeannette at (520) 375-7636 or email jmartinez@co.santa-cruz.az.us with the number of attendees **no later** than **12:00 noon on Thursday, February 14, 2013**, and fax agenda items **no later** than **6:00 p.m., on Tuesday, February 19, 2013.**