



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 LIBRARY DISTRICT**

**February 5, 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.

1. A/D 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.
2. A/D 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:
3. A/D Malena Bazarro, Grants Manager: Request 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.
4. A/D Malena Bazarro, Grants Manager: Request 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.

5. A/D **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 January 15, 2013 to February 5, 2013. 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.

Community Development:

- *I. Community Development: Request approval of 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.

6. A/D Engineering Department: Request 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.
7. A/D Human Resources: consideration and possible 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.
8. A/D County Manager: Following an 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.
9. A/D County Manager: Following an executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible approval of the continuation of the Economic Development of Apache County (EDAC) Housing Grant.
10. A/D 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.

A-ACTION
D-DISCUSSION

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
February 5, 2013**

1. A/D Request 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.
2. A/D Request approval of a Sub-Contractor Agreement with Jennifer Foote, RN to provide clinical services.

A-ACTION
D-DISCUSSION

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
February 5, 2013**

1. A/D Request 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.

A-ACTION
D-DISCUSSION

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: 1/30/13 at 1:00 (a.m.) p.m. by [Signature].

[Signature]

Delwin Wengert, Clerk of the Board

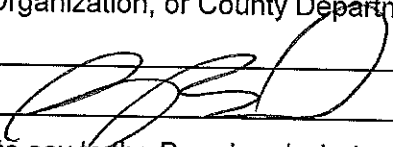
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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:

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 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:

CURRENT EVENT SUMMARY

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: **Malena Bazarro, Grants Manager**

Date/Signature: **01/24/13**

Describe in detail what you want to say to the Board and what action you want the board to
Take: Request approval to enter into contract with Arizona State Forestry and accept terms of Wildland
Hazardous Fuels Reduction Grant 2012.

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

Malena Bazarto

From: Joe Young <JYoung@apachelaw.net>
Sent: Friday, January 25, 2013 1:33 PM
To: Malena Bazarto
Subject: RE: agreement

The document is valid and generally requires with the legal requirements for such documents. It does require some matching funds though, so the board should be made aware of that.

From: Malena Bazarto [mjaramillo@co.apache.az.us]
Sent: Thursday, January 24, 2013 4:29 PM
To: Joe Young
Subject: FW: agreement

Mr. Young,
I wanted to check that you have had a chance to review this agreement. I am hoping to submit by item for the February 5th agenda.
Thanks!
Malena

From: Malena Bazarto
Sent: Thursday, January 17, 2013 2:10 PM
To: jyoung@apachelaw.net
Subject: FW: agreement

Please look over the attached the agreement for Board approval on Feb 5th.
Thank you!
Malena

Malena Bazarto
*Apache County Public Health Services District
Community Health Assessment Coordinator
Certified Fitness Trainer
928-337-7639 office
928-551-4137 cell*

From: Andrew Owen [mailto:AndrewOwen@azsf.gov]
Sent: Monday, January 14, 2013 6:43 AM
To: Malena Bazarto
Subject: agreement

Malena,

Ok I think we are there!!

Arizona State Forestry Grant Agreement No. WFHF 12-202
Wildland Fire Hazardous Fuels Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") **Arizona State Forestry Division** ("State Forestry" or "State") and ("Sub-grantee"), **Apache County (DUNS #82897786)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-622.

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2014** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$200,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee after State Forestry receives reimbursement from the USDA Forest Service, normally within ninety days of receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) Circulars A-102 as implemented by USDA regulations 7CFR3015, 7CFR3016, 2CFR170, 2CFR225, 2CFR215 as implemented by USDA regulations 7CFR3019, and OMB Circular A-133 as implemented by USDA regulation 7CFR3052. All Federal and Sub-grantee matching/cost-share contributions are subject to all relevant OMB Circulars. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the sole responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and with the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) Circulars. Sub-grantees are subject to audit if their share of federal financial assistance is \$500,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse managed by the Census Bureau within 30 days after receipt from auditor or nine months from the close of their fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with Uniform Administrative Requirements applicable to the sub-recipient organization. For State and Local Governments, this includes OMB Circular A-102 as implemented by USDA regulations 7CFR3016. For Non-Profit Organizations and Institutions of Higher Education, this includes OMB Circular A-110 (2 CFR 215) as implemented by USDA regulations 7CFR3019. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Malena Bazurto
PO Box 238
St. Johns, AZ 85936-0238
O: 928-337-7526
C: 928-245-0377
mjaramillo@co.apache.az.us

Principal Arizona State Forestry Contact:

Andrew Owen
3650 Lake Mary Rd.
Flagstaff, AZ 86001
O: 928-774-1425
C: 928-607-0644
andrewowen@azsf.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
Glen Buettner Forestry Grants Officer Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007	Malena Bazurto Program Coordinator Apache County PO Box 238 St. Johns, AZ 85936-0238

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE OF ARIZONA
Arizona State Forestry Division
1110 West Washington, Suite 100
Phoenix, Arizona 85007

ACCEPTED BY SUB-GRANTEE
Apache County
PO Box 238
St Johns, AZ 85936

Signature

Scott Hunt, Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

2012 Arizona Wildland Fire Hazardous Fuels Project Application

FOR OFFICIAL USE ONLY	
Grant Dollars Requested:	\$200,000
Proposed Matching Share:	\$29,000
Total Project:	\$229,000

Applicant Information	
1	Applicant / Organization: Apache County
	Organization Type: County Government DUNS#:
	Contact Person: H. Milton Ollerton
	Address: PO Box 238
	City/Zip Code: St. Johns, AZ 85936-0238
	Phone (Work/Cell): 928.337.7526/928.245.0377
	Email: mollerton@co.apache.az.us
	Fax: 928.337.2062

Project Summary			
PROJECT NAME:	Alpine and Nutrioso Thinning		
County:	Apache	Congressional District:	1
Latitude (decimal degrees):	34	Longitude (decimal degrees):	109
Number of Communities directly affected by this project:			3
Community Names:	Alpine, Nutrioso		
Planned duration of this project? (check one): <input type="checkbox"/> 1 Yr <input checked="" type="checkbox"/> 2 Yrs			
Is this a new project? (check one): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is this project within an approved Community Wildfire Protection Plan (CWPP). Provide details in section #10 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Land ownership of project area – private, state, tribal, etc (list all that apply): Private			
Number of acres to be treated: 180		Estimated cost per acre: \$1,100	
Number of residences affected: 100			
Is this project adjacent to a National Forest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes - which One(s)? Apache-Sitgreaves			
Which of the communities affected by this project are on Arizona's Communities-At-Risk list? Alpine and Nutrioso			
Which of the communities affected by this project are currently FIREWISE USA recognized? Alpine and Nutrioso			

Project Overview and Area Description

Provide a brief overview of the project and the project area. For each area include planned treatment acres. A map of the specific project location, treatment areas, and adjacent projects is strongly encouraged. 2500 characters max

This two-year project continues the success of the 2009 WFHF Grant awarded to Apache County and provides for wider implementation of the ACWPP, building on the proven successes of the current program (particularly regarding the 2011 Wallow Fire). The most visible facets of the project will include: 1) fuel reduction to protect structures on non-Federal lands in Ponderosa Pine and mixed Ponderosa Pine/Pinon Juniper vegetation; 2) increased visibility and participation [particularly non-resident vacation home owners] in the high-risk communities of Alpine and Nutrioso embedded in the Apache-Sitgreaves National Forest; and 3) implementation and follow-up monitoring and evaluation with all affected agencies.

3 This project will contract with land owners to reduce tree density and overall ground fuels, thus interfacing and complementing the work being done by the US Forest Service and the White Mountain Stewardship Contract (see map attachments). Home sites within the project area vary between stick-built structures, RV parks, large tract high-value homes to undeveloped sites. These areas are scheduled for significant residential development during the next five years. Continued implementation of the efforts funded by the 2009 Grant will improve on and strengthen the previous agenda that included crafting new building codes, coordinating with insurance company guidelines and increasing visibility of the needs of the area with private land owners. This project will reduce the threat of catastrophic fire by at least 50% ; again citing the 2011 Wallow Fire satellite images, USFS mapping and evidence from local Fire Districts, contractors and landowners.

The 2009 grant to date shows that an average thinning cost of approximately \$1,100 per acre. This figure is significantly reduced from the 2009 Application estimate of \$1,300/acre. Overall general efficiencies have helped to reduce costs. The general recession and economic slowdown have assisted in reducing thinning costs; in addition, the recent drop in fuel prices will also assist in reducing costs.

Projected acreage to be thinned include the following estimates: Alpine: 100; Nutrioso: 80; depending on owner participation.

Map of proposed project area attached? Yes No

Capacity

All information for the project must fit into the allotted character space provided below.

Briefly describe the applicant (and partner) capacity and expertise to complete this project as proposed. Describe who will be managing the project, doing the work, completing reports, etc. 1000 characters max

4 The Apache County Community Development Department (including Planning and Zoning) has a proven track record working within the non-Tribal areas for coordinated and successful thinning efforts in the designated areas, particularly alongside the Apache-Sitgreaves National Forests and the multiple small unincorporated areas of the County.

The Little Colorado River Plateau RC&D will continue as the manager, contractor and administrator of the Grant program, building upon the success of the 2009 (and earlier) grants and projects. Apache County will act as the Fiduciary Agent. The working relationships with existing thinning contractors, who will do the actual work, and the Alpine & Nutrioso Fire Districts are a significant advantage in terms of both continuity and efficiency. With strong established relationships such as these, there is simply more "bang for the buck" in the use of reduced Federal and State funding.

Total Project Budget (by expense type)				
Budget Detail (Provide additional detail in Block #8)	Grant Share (\$ Amount Requested)	Match (contributor breakdown in block #6)		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$20,000	\$0	\$0	\$20,000
Project Labor:	\$0	\$0	\$4,000	\$4,000
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Project Related Travel:	\$5,000	\$0	\$3,000	\$8,000
Equipment:	\$0	\$0	\$1,000	\$1,000
Supplies:	\$5,000	\$0	\$1,000	\$6,000
Contractual:	\$170,000	\$20,000	\$0	\$190,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$200,000	\$20,000	\$9,000	\$229,000

Match Breakdown (by Contributor)						
(Applications will be disqualified if sufficient match is not identified; federal dollars DO NOT qualify) Please specify each match contributor and the dollar amount of each contribution. DO NOT show grant requested funds in this table.						
Contributors: (Please specify)	Landowners	Apache County	RC&D			TOTAL
Dollars (Hard Match):	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Volunteers & In-Kind (Soft Match):	\$9,000	\$0	\$0	\$0	\$0	\$9,000
TOTAL:	\$29,000	\$ 0	\$ 0	\$ 0	\$ 0	\$29,000

Project Collaboration	
All information for the project must fit into the allotted character space provided below.	
7	<p>Has this Project or Project Area been identified as a priority by an adjacent National Forest? If this project complements a particular project on federal lands – please specify: 250 characters max Yes, this project compliments the well-established White Mountain Stewardship thinning project and specific Apache-Sitgreaves NF's thinning projects as shown on the attached maps provided by Deputy Forest Supervisor Jerry Drury in Jan 2012.</p>
	<p>If you are collaborating with an adjacent National Forest, who is your primary National Forest contact: 70 characters max Jerry Drury, Deputy Forest Supervisor, A-S, 928.333.6318</p>
	<p>Provide an overview of the collaboration with others in the planning of this project. Also specify the private, local, tribal, county, state, federal and/or non-governmental organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.) Letters of support are encouraged. 450 characters max Private land owners are expected to provide some match for this project as noted above. Apache County will contract with the Little Colorado River Plateau RC&D, a 501(c) 3 Arizona Non-for-Profit as Grant writer and Administrator to provide project management, supervise the contractors and hire a consulting forester. Three Letters of Support are provided as attachments.</p>

Scope of Work

All information for the project must fit into the allotted character space provided below.

Provide a brief scope of work which clearly describes how grant funds will be spent. (This should be more specific than the Project Overview.) Break out by task and tie into total project budget (Box 5). Include any additional information regarding special budget detail in this section. 4000 characters max

Apache County will contract with the Little Colorado River Plateau RC&D, an Arizona 501(c) 3 non-profit corporation that provides leadership in natural resources in eastern Arizona (see www.littlecolorado.net) to implement the project. Working through a project director/consultant and the two Fire Districts, the RC&D will aggressively enlist landowners from the targeted communities to thin their properties.

Past experience has shown that the applicants needs will likely far exceed the projected thinning acreage of 180 acres, including approximately 100 acres in Alpine and 80 acres in Nutrioso.

Once a qualified landowner has requested assistance for their property, the project director will conduct a comprehensive site assessment. The prescribed work will consist of improving defensible space around homes and structures, particularly thinning efforts directed towards crown-fire issues, creating shaded fuel breaks, ensuring that there are fuel reductions beyond defensible space (up to the existing Apache-Sitgreaves National Forest fences/boundaries), removal of all slash through piling, burning, mulching, grinding or physical removal and/or prescribed fire under the express direction of the Alpine and Nutrioso Fire Districts.

8 Once a prescription has been set, the landowner will complete the work through a contractor. The project director will review the end result, sign off the project as meeting the prescription and schedule a follow-up visit. Grant funds are scheduled to provide cost-share funding for these accomplished treatments. In the past, these treatments were estimated to cost \$1,300 per acre (due to the large biomass amounts which resulted in up to 20 tons of biomass per acre). Current costs have been reduced to approximately \$1,100 per acre, resulting in increased acres thinned and consequent additional risk reduction. For the purposes of this grant, a cost per acre of \$1,100 is being used.

Existing cost experience in the 2009 grant to date shows that an average thinning cost of approximately \$1,100 per acre may be expected. This figure is significantly reduced from the 2009 Application estimate of \$1,300/acre. The general recession and economic slowdown have assisted in reducing thinning costs; in addition, recently decreased fuel prices may result in lower costs-per-acre for thinned areas.

Priority is given to property within the designated high fire hazard areas and which compliment and are adjacent to the USFS and other state/federal thinning efforts.

Project Timeline	
All information for the project must fit into the allotted character space provided below.	
9	<p>Provide a <u>timeline</u> for the entire project. Include milestones; begin/end dates, planned quarterly accomplishments, etc. 900 characters max</p> <p>Projected schedule is as follows: (all dates are calculated from date of Grant approval)</p> <ul style="list-style-type: none"> • + 30 days – advise and meet with local governmental agencies and contractor • + 60 days - Advise Homeowners and other Stakeholders • + 90 days – solicit applications • + 180 days – approve initial applications • + 270 days – contract work continues (subject to weather issues during winter months) • + 360 days – continue thinning contracts • + 1 year - reassess and continue project • + 1 year and 180 days – announce closing and tapering off of project • + 1 year and 270 – final inspections and close-outs (subject to weather issues during winter months) • + 2 years – complete project

Community Wildfire Protection Plan	
10	<p>Is this Project within an approved CWPP which follows the Healthy Forest Restoration Act guidelines: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Development</p>
	<p>If CWPP “In development” – please describe the status and expected completion date: 100 characters max N/A</p>
	<p>CWPP Name: Apache County Community Wildfire Protection Program 2004</p>
	<p>Is the project area identified as a priority within the CWPP: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If yes, please explain (attach brief/relevant CWPP maps or documentation <u>that identifies this project</u>): 270 characters max See attached maps and also see Section II, pps. 18-20 of the Community Wildfire Protection Plan for At-Risk Communities of the Apache National Forest in Apache County. Logan-Simpson Design, Inc. Tempe, AZ. 2004. Attached.</p>

Project Longevity / Maintenance	
11	<p>Clearly explain how this project will remain effective over time without additional grant support. 450 characters max</p> <p>Apache County Community Development will supervise. The RC&D project director will set the prescriptions, sign off the work and conduct follow-up inspections. Participating private land owners will be required to sign an agreement to maintain their property for 10 years. Alpine and Nutrioso Fire Districts will self-police. It should be noted that fast-growth timber in other areas thinned on the A-S have grown back in less than 10 years.</p>

Permitted Attachments:

Check all that apply

- Project Maps
- CWPP Priority Documentation
- Letters of Support

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

PROJECT SCOPE

Upon receipt of funding, Doyel Shamley and Malena Bazarro will conduct a public meeting in the communities of Nutrioso and Alpine. The meetings will notify property owners of the funds available for property clearing. Private properties nearest Forest Service treatment areas (circled in yellow on the attached map) will be the priorities of this project. Mr. Shamley will work closely with the Fire Chiefs of Nutrioso and Alpine to conduct public information meetings and assess properties for treatments. These efforts will be done in February 2013. There is opportunity for some properties to be cleared during winter months. Flyers will be posted at least one week prior to the meeting date. Letters notifying property owners of the funding will be sent at least one week before the meeting date. Follow-up letters will be sent to notify property owners of when assessments will take place. The labor and cost of flyer printing and letters will be part grant funded and part in-kind donation by Apache County. The projected timeline for scheduled property clearing will be outlined and questions or concerns may be addressed at that time. It will be strongly recommended that property owners schedule the bulk of the work on their parcels between the months of March and December. This is the optimal time before winter approaches. Apache County is recommending property owners hire licensed tree fallers. Local, licensed tree fallers will be included in the public meetings and their information given to property owners. A strong effort will be made to contact vacant private property owners. Treatment of these properties is essential to beneficial treatment outcomes. By March 2013, 25% of the project should be complete. Mr. Shamley and the Fire Chiefs will reassess treatment areas and determine that properties have been cleared appropriately as pre and post treatment documentation. Pictures will be taken upon initial assessment and again after treatment is complete. Post treatment documentation will include paid invoices for completed work and pictures for verification.

Receipts will be submitted to Malena Bazarro by Mr. Shamley. Ms. Bazarro will process payment to property owners through Apache County Accounts Payable. Payments processed by Apache County will be submitted to the State in the quarterly reports for reimbursement to Apache County. Property owners will be reimbursed 90% at a rate not to exceed \$1000 per acre. The Alpine Fire District will begin their treatment in March 2013 (please see attached map). Another Public meeting will be scheduled at that time to notify residents of projects running simultaneously and to encourage remaining Alpine and Nutrioso properties to finish treatments between May and December 2013. NorthWestern properties in Alpine and Southern properties in Nutrioso will be identified in February 2013. By September 2013, 75% of the project will be complete. A site visit with State Forestry will be scheduled at the end of September. By this time, Alpine Ranger District's thinning project will be complete and Alpine private properties cleared. Wrap-up of the grant funding will occur between September 2013 and December 2013.

Any remaining funding as of December 2013 without identified properties remaining in Alpine or Nutrioso will be used to further treatment efforts in South Fork. Apache County is intent upon project completion by December 2013. Apache County and its partners will strive to see this completion deadline. However, the grant application states a final close-out date of December 2014. Apache County may adjust its timeline in accordance with achievement of specific goals of the outlined project.

Arizona State Forestry – Project Budget Worksheet

Project:

Total Project Budget (by expense type)				
Budget Detail (Provide additional detail in Block #8)	Grant Share (\$ Amount Requested)	Match (contributor breakdown in block #6)		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$20,000	\$0	\$0	\$20,000
Project Labor:	\$0	\$0	\$10,000	\$10,000
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0		\$ 0
Supplies:	\$1,000	\$0	\$0	\$1,000
Contractual:	\$179,000	\$0	\$15,840	\$194,840
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$200,000	\$ 0	\$25,840	\$225,840

Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p>	
Empty space for narrative	

BUDGET NARRATIVE

Administration of the project will be through Apache County's Finance Department. Malena Bazurto, grants manager, will manage 1000 hours of the project totaling \$20,000 in grant funds. The hourly rate of \$20/per hour is based on salary and employee related expenses paid by Apache County. Base pay is at a rate of \$13.77 per hour and ERE at a rate of \$6.27 per hour. Administration will entail creating and sending reports, processing reimbursement requests, and co-facilitating community meetings to include travel time. This information will be documented in time logs and sent to the State for verification as an attachment to the quarterly reports.

Supplies in the amount of \$1000 dollars has been allocated to cover the cost of print materials, mailing, and general office supplies related to managing of the grant. Supplies will be ordered through Apache County following their purchasing procedures.

Contractual expenses total \$179,000. This amount will include \$158,400 to reimburse private property owners. The amount will be a 90% reimbursement not to exceed \$1000 per acre. The amount of \$20,600 in contractual expenses has been allocated to pay Doyel Shamley, Community Resources Liaison for Apache County, for his work on the ground administering projects. This includes travel, scoping, and communication with property owners. His work is vital to the success of the project, and only reduces the scope of the project by 20 acres. Travel will be reimbursed at the current federal mileage rate not to exceed \$250. The remaining amount will be paid as a reimbursement to Mr. Shamley upon completion of certain quarterly tasks. His receipts will be sent to Apache County and processed in accordance with Apache County Accounts Payable Procedures.

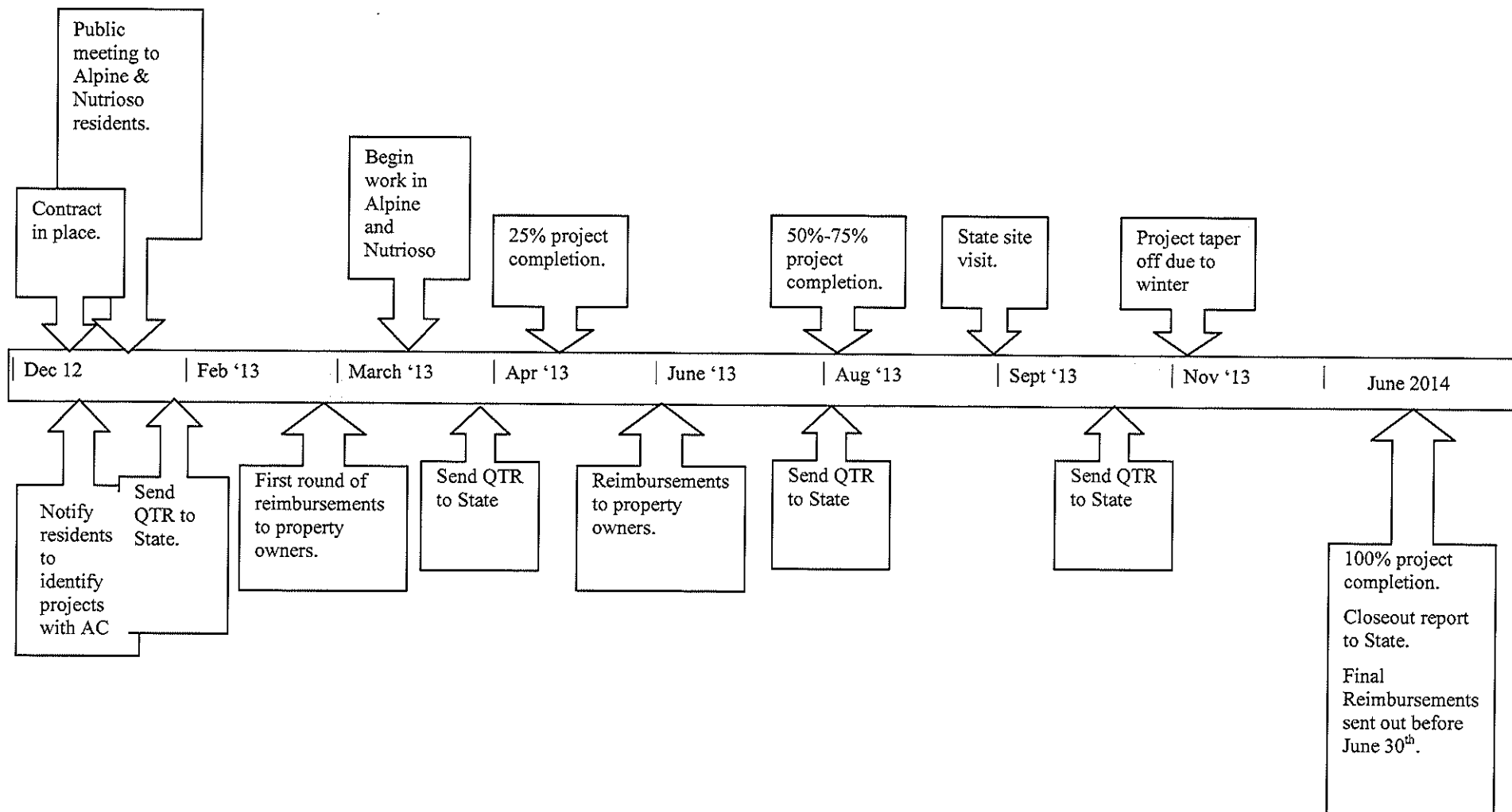
In-kind labor will come from the Apache County Sheriff's office and Alpine and Nutrioso Fire District. These agencies will help with notifications, hosting public meetings, and traffic control during County ROW clearing efforts.

Contractual in-kind is in the amount of \$17,600. This totals the 10% of \$1000/per acre costs incurred by property owners to treat their properties.

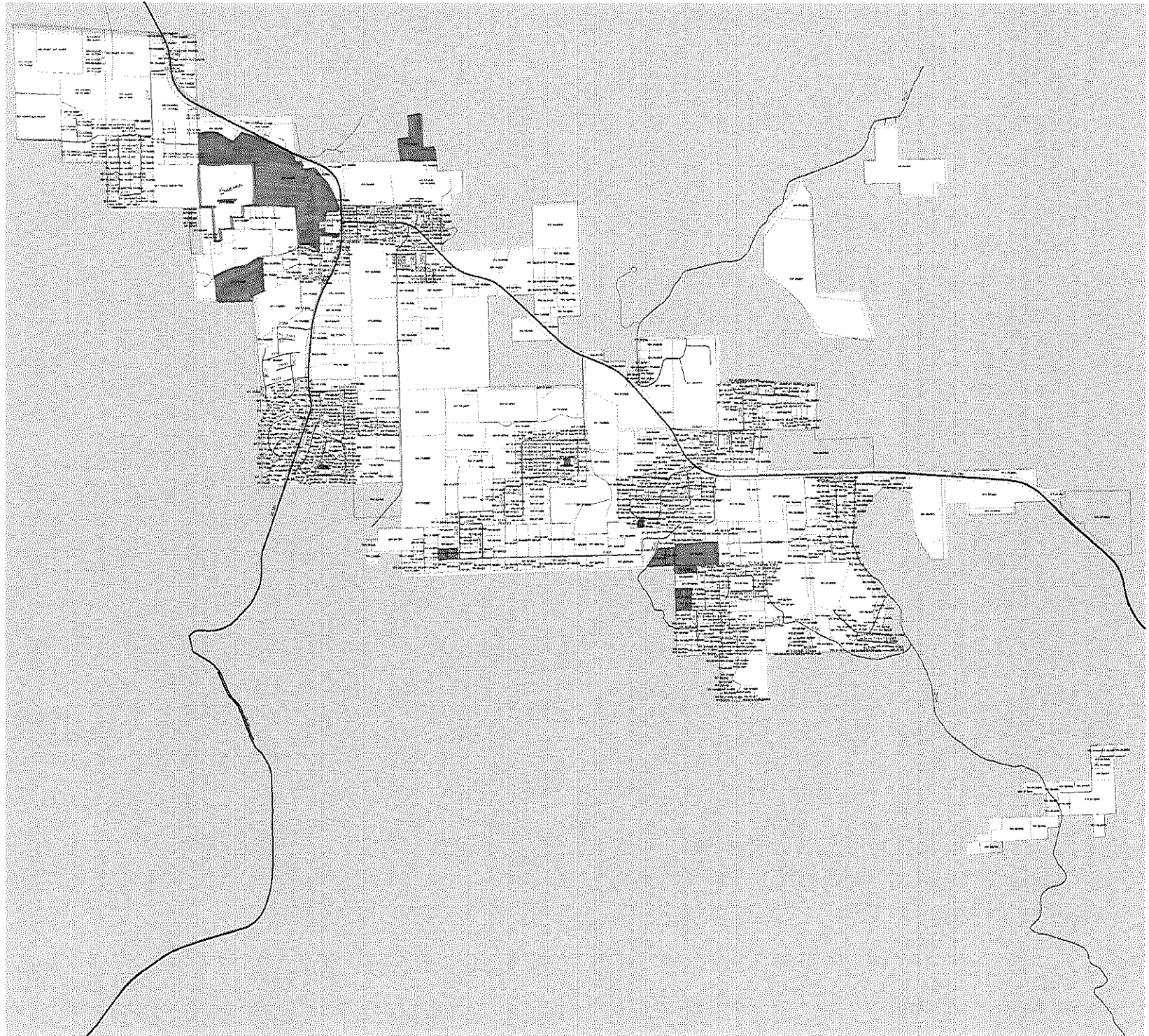
The bulk of the project will be in Alpine. This project will treat private properties adjacent to Forest properties that have been identified for fuel treatment by the Alpine Ranger District. The FS will begin that project in Spring 2013. Properties near the FS' proposed treatments will solidify efforts to protect infrastructure and watershed. At least 130 acres will be treated in the Alpine Area.

The remaining 30 acres will be addressed in Nutrioso. Doyel Shamley and the Nutrioso Fire Chief will assess properties in Nutrioso and projects will begin as outlined in Alpine. A public information meeting will be held in Alpine on Feb 1st for the Alpine and Nutrioso property owners.

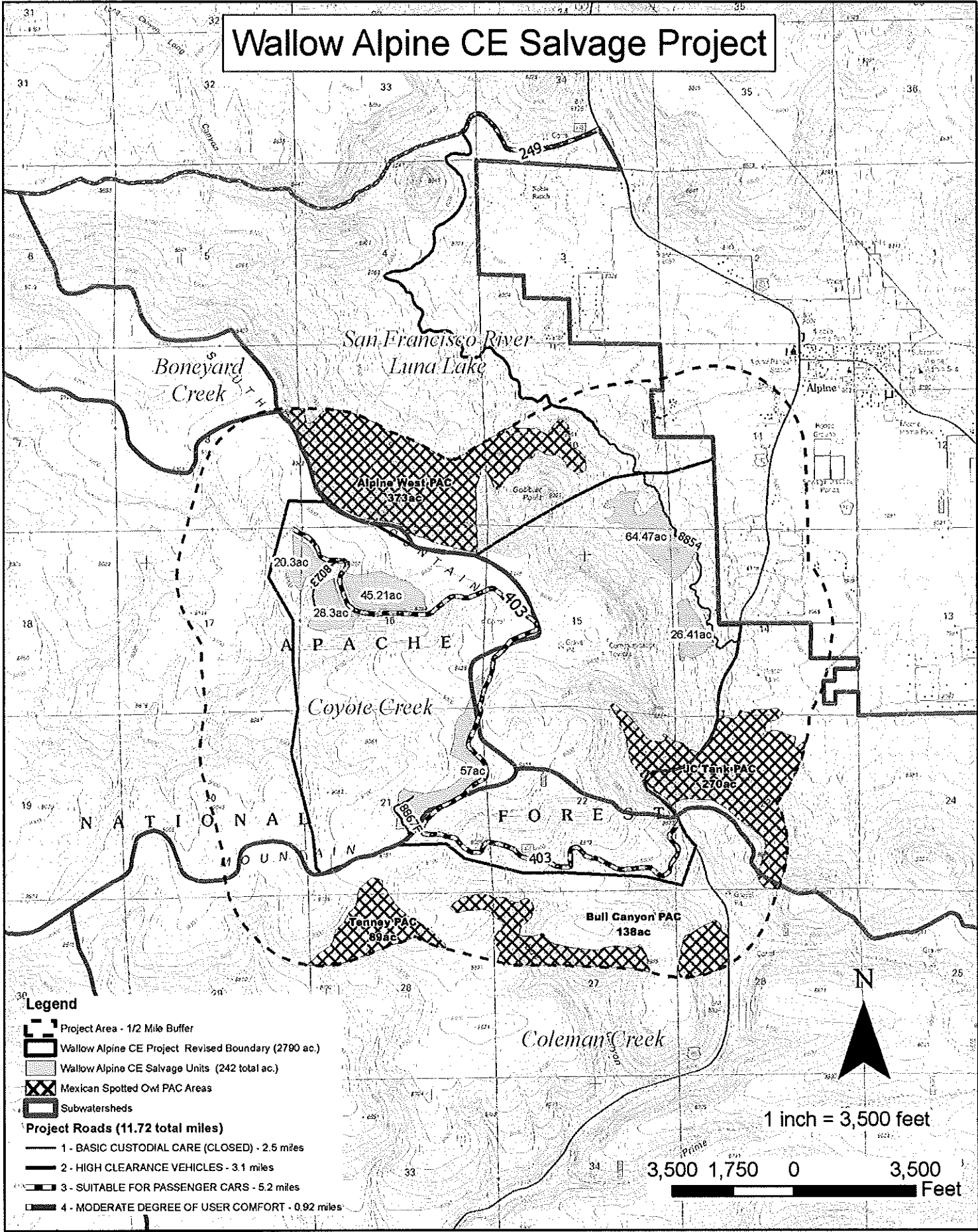
2012 Apache County WFHF Project Timeline



Alpine

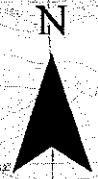


Wallow Alpine CE Salvage Project

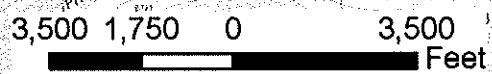


Legend

- Project Area - 1/2 Mile Buffer
- Wallow Alpine CE Project Revised Boundary (2790 ac.)
- Wallow Alpine CE Salvage Units (242 total ac.)
- Mexican Spotted Owl PAC Areas
- Subwatersheds
- Project Roads (11.72 total miles)**
 - 1 - BASIC CUSTODIAL CARE (CLOSED) - 2.5 miles
 - 2 - HIGH CLEARANCE VEHICLES - 3.1 miles
 - 3 - SUITABLE FOR PASSENGER CARS - 5.2 miles
 - 4 - MODERATE DEGREE OF USER COMFORT - 0.92 miles



1 inch = 3,500 feet



ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the correct accounting and administrative procedures for managing the grant in accordance with all applicable Federal and State laws.

Sub-grantee is subject to the following administrative requirements and cost principles based on the sub-grantee organization's structure:

Grantee Structure	Administrative Requirements	Cost Principles
Non-Profit Organization	OMB Circular A-110 (2 CFR 215 / 7CFR3019)	2 CFR 230 (OMB A-122)
Local and Tribal Governments	State and Federal laws, regulations	2 CFR 225 (OMB A-87)
State Agencies	State and Federal laws, regulations	2 CFR 225 (OMB A-87)
Universities	OMB Circular A-110 (2 CFR 215 / 7CFR3019)	2 CFR 220 (OMB A-21)

CFR (Code of Federal Regulations) – www.gpoaccess.gov/cfr/
OMB (Office of Management and Budget) - www.whitehouse.gov/omb/grants

If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 7CFR 3016.25 and 3019.24; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have 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.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 7CFR 3016 and 7CFR 3017, grantees and subgrantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 7CFR part 3017, subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the Excluded Parties List System (EPLS) – www.epls.gov or System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person if allowed
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER REQUIREMENTS

Unless exempted from this requirement under 2CFR 25.110, Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona State Forestry Division and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175.25 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

- (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 417.

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR 417.

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR220, 2CFR225, 2CFR230).

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR220, 2CFR225, 2CFR230).

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

ATTACHMENT E

Quarterly Performance Report

Year: _____

Quarter ending (circle one): **Mar 31** **June 30** **Sept 30** **Dec 31**

Project Name: _____ **Grant No:** _____

Sub-grantee Name & Address: _____

Name of Person Filing This Report: _____

(Attach additional pages as needed)

Narrative Report: (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

Project Objectives Accomplishment: (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

- 1)
- 2)
- 3)

Measurement Criteria: (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

- 1)
- 2)
- 3)

ASFD Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____

Reimbursement Period: _____

Items	Reimbursable Costs	Match	Total
Paid staff		\$	-
Contracted Services		\$	-
Volunteer time	N/A	\$	-
Landowner Reimbursements		\$	-
Landowner MATCH	N/A	\$	-
In-Kind Contributions	N/A	\$	-
Equipment & Supplies		\$	-
Other		\$	-
Other		\$	-
Other		\$	-
Total:	\$ -	\$ -	\$ -
<p>* As long as the TOTAL MATCH meets the required amount, the TOTAL REIMBURSABLE should qualify for payment (provided all items are properly documented and all other grant requirements are met.)</p>			

Sign here: _____

Title: _____

Date: _____

SIGNATURE LINE STATEMENT (REQUIRED FOR PROCESSING)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on the project and have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked and support documentation is on file and readily available to any auditing agent. Reimbursements typically take 60-90 days after approval of all documentation.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA Department of Agriculture
Forest Service

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature

Date

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Malena Bazurto, Grants Manager**

Date/Signature: **1/28/2013**

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

Request approval of Community Development Block Grant contract, funding is 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 exhibit buildings, and permanent handicapped parking.

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

Malena Bazarro

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, January 28, 2013 7:40 PM
To: Malena Bazarro
Subject: RE: CDBG Contract

The contract constitutes a binding agreement and generally complies with legal documents of its type.

From: Malena Bazarro [mjaramillo@co.apache.az.us]
Sent: Monday, January 28, 2013 11:28 AM
To: Joe Young
Subject: CDBG Contract

Mr. Young,
Is it possible to review this contract before Wednesday, January 30th? Thank you!
Malena

From: Liz Castillo
Sent: Monday, January 28, 2013 11:26 AM
To: Malena Bazarro
Subject:

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

- A Scope of Work
- B Performance Report/Schedule of Completion
- C Budget
- D Request for Payment Form
- E Special Conditions of the Agreement
- F Certification and Other Requirements Relating to Title I or Title II Assistance
- G Authorizing Resolution(s)

AGREEMENT NO. 130-13
TERMINATION DATE 1-31-15

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
APACHE COUNTY
FOR
FAIRGROUNDS ADA RESTROOMS

This Funding Agreement is made by and between:

The Arizona Department of Housing ("ADOH"), located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
- A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
- Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")
- Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")
- Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")
- Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

APACHE COUNTY
(Entity)

An Arizona County ("Recipient") DUNS # 8587786, located at

75 W Cleveland Street PO Box 428
St. Johns, AZ 85936-0428

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$ \$163,500.00 in the following type of funds to Recipient in accordance with this Agreement.

- CDBG, CFDA # 14.228**
Federal Fiscal Year 2012
\$ \$163,500.00

- HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$ _____

- HTF**
State Fiscal Year _____
\$ _____

- HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$ _____

- SHP, CFDA # 14.235**
Federal Fiscal Year _____
\$ _____

- SPC, CFDA # 14.238**
Federal Fiscal Year _____
\$ _____

- NSP, CFDA #**
Federal Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless

Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JANUARY 31, 2015 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as *Attachment G, Authorizing Resolution(s)* and any *Special Conditions of the Agreement* attached hereto as *Attachment E*.

- CDBG funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) the *State Housing Fund Program Summary and Application Guide* and any revisions thereto.
- The use of Housing Trust Funds (HTF) requires adherence to the following additional provisions: (1) the *State Housing Fund Program Summary and Application Guide* as revised.
- Special Needs Housing "homeless" funding from SPC requires adherence to 24 CFR Part 582 as revised.
- Special Needs Housing "homeless" funding from SHP requires adherence to 24

CFR Part 583 as revised.

- Special Needs Housing "homeless" funding from HOPWA requires adherence to 24 CFR Part 574 as revised.**
- Neighborhood Stabilization Program, NSP, requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement.**

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A**.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance*

Report respective of the funding source indicated below and attached as Attachment B.

- RENTAL Projects funded with HOME or HTF.** Recipient must submit a *Bimonthly Performance Report* attached hereto as **Attachment B**. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.
- All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B**. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4**. Recipient shall submit one (1) *HUD Annual Progress Report (APR) document No. 40118*, attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).
- Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) *HUD Annual Progress Report (APR) document No. 40110-C* attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.
- HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4**. Recipient shall submit monthly payment requests accompanied by ADOH generated *Monthly Report* attached hereto as **Attachment B** and a bi-annual program narrative report.
- NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A, B & D.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- RENTAL Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C**. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

HOME and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Additional funding sources are added to the project which require a

- project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to

meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C**. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal

documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term

lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work (Attachment A)* without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work (Attachment A)* and the *Schedule of Completion (Attachment B)* or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration

of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance

of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the **Scope of Work (Attachment A)** or fails to expend any funds in accordance with the **Budget (Attachment C)** within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this

Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's

Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with

A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination

requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meaning set forth in A.R.S. §§ 35-391 and/or 35-393, as applicable. If the State of Arizona or the ADOH determines that Recipient submitted a false certification, ADOH may impose remedies as provided by law including cancellation or termination of this Agreement.

Section 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who

works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such

policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 44. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, SHP, SPC, and NSP programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 45. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

APACHE COUNTY
MALENA BAZURTO
PO BOX 697
ST. JOHNS, AZ 85936

Section 46. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 47. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 48. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Funding Agreement with
State of Arizona, Department of Housing

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING APACHE COUNTY, RECIPIENT

BY:

BY:

Michael Traylor
Director

Jim Claw
TITLE: Chairman of the Board

DATE: _____

DATE: _____

Attachment A SCOPE OF WORK

Apache County 130-13 – ADA Improvements – Fairground Restrooms

Activity #1 - Administration \$9,500 CDBG

To carry out all required actions to administer activities funded from the FY 2012 NACOG Regional Account for Apache County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – ADA Improvements – Fairground Restrooms \$154,000 CDBG

To use CDBG funds to construct a new ADA compliant restroom facility at the Apache County Fairgrounds in St. Johns, AZ. The project will include:

- The construction of a restroom facility that includes handicap accessible stalls and sinks; and
- Concrete and asphalt being laid to ensure accessible ingress/egress to the restrooms.

This activity will meet the Limited Clientele National Objective (LMC) and will benefit approximately 3,548 people of 100% are low-to-moderate income.

HUD Performance Measures

Objective: Improve Quality of Life

Outcome: Accessibility for the purpose of creating sustainable living environments

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of residents living in the service area who have improved access to the County Fairgrounds.

ATTACHMENT B
PUBLIC WORKS/PUBLIC FACILITIES/PUBLIC SERVICES PERFORMANCE REPORT

RECIPIENT _____ Report Period _____ Year _____

CONTRACT # _____ October January April July

APPLICANT/BENEFICIARY DATA

Public Works Activities (water, sewer, sidewalks, lighting, parking lots, etc.)/Public Facilities/Public Services

Please check the appropriate box that reflects the activity being reported on. If your grant includes providing private water/sewer hookup connections or meters, Section A - Housing Rehabilitation must be completed. Definition of persons benefiting: the activity is completed, in whole or part, and persons are benefiting from the completed activity. (i.e.: the public water activity is the replacement of two waterlines. One of the waterlines is completed and operational and one is still under construction. The recipient would only report on the persons benefiting from the operational part of the activity.)

Public Works Public Facility Public Service

DATA BASED ON (check one): Census Tract (complete Beneficiary Data section only) Survey (complete all sections below)

BENEFICIARY DATA	
TOTAL NUMBER IN PROJECT AREA:	TOTAL FOR THIS REPORTING PERIOD
PERSONS	
LMI PERSONS	
% OF LMI PERSONS	

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING**	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC
WHITE				
BLACK/AFRICAN AMERICAN				
ASIAN				
AMERICAN INDIAN/ALASKAN NATIVE				
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER				
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE				
ASIAN AND WHITE				
BLACK/AFRICAN AMERICAN AND WHITE				
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN				
OTHER MULTI-RACIAL				
TOTALS				

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

***Benefiting A household/person that meets the eligibility requirements of the program and has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Public Facilities/Public Services/Public Works projects, the status of the bid process, the construction start date, etc.

PART 2

- A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
- B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
- C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print) _____

Signature _____

Date _____

Phone _____

email _____



FORM 16 CDBG - MILESTONES FOR PROJECT PLANNING

1. Applicant Apache County

2. Activity Eagar Rodeo Grounds ADA

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

45

Months →	1	2	3	4	5	6	7	8	9	10	11	12
Milestones ↓												
ERR	X	X	X	X								
Design (completed)												
Bid Process/Procure Contractor					X	X	X	X				
Construction									X	X	X	X
Inspection											X	X
Months →	13	14	15	16	17	18	19	20	21	22	23	24
Milestones ↓												
Construction	X	X										
Inspection	X	X	X									
Closeout				X	X							
Months →	25	26	27	28	29	30	31	32	33	34	35	36
Milestones ↓												



CDBG

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Apache County		Date	
Contract No	130-13 Contract Period: from 1/31/2013 to 1/31/2015		Pay Req. No/Mo	
Activity	ADA Improvements - Fairgrounds Restrooms		Direct Wire Dep	<input type="checkbox"/> Yes <input type="checkbox"/> No
Recipient Address	75 W Cleveland PO Box 428		City	St. Johns
Contact Person	Malena Bazaruto		Fax	
Phone	928.337.7639	Email	mbazaruto@co.apache.az.us	
Program Specialist	Jauron K. Leefers	Email	jauron.leefers@azhousing.gov	
			Zip Code	85936-0428
			County	Apache

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of receipts, invoices, bank statements.

ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG 2012	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Activity #1	5280	\$ 9,500.00			\$ 9,500.00		\$ 9,500.00
					\$ -		\$ -
Activity #2	5281	\$ 154,000.00			\$ 154,000.00		\$ 154,000.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
Total		\$ 163,500.00	\$ -	\$ -	\$ 163,500.00	\$ -	\$ 163,500.00

Recipient Authorized Signature	Date	Title
--------------------------------	------	-------

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted.

Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date	ADOH Program Manager Approval	



ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient		Contract Period: from			Date			
Contract No		to		Pay Req. No				
Budget Line Item or Activity No	Description of expense. (List according to funding source.)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source	
Totals					\$	-	\$	-

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - g. Federal Fair Housing Act of 1988, P.L. 100-430.
 - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
 13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or;
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

JIM CLAW
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

TOM M. WHITE, JR.
VICE CHAIR OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

R. John Lee
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

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 No. 2012-03

A Resolution of the Apache County Board of Supervisors Approving and Adopting "2012 Community Development Block Grant"

WHEREAS, the Community Development Block Grant (CDBG) program provides grants to local communities pursuant to its guidelines and requirements of the State program. The activities which will be submitted by Apache County will be outlined in said application.

WHEREAS, Apache County wishes to participate in the support of the 2012 CDBG program.

WHEREAS, Apache County has prepared and recommended for adoption by the Board of Supervisors a formal Apache County Community Development Block Grant Program in compliance with the program guidelines and Federal Statutes and regulations.

WHEREAS, the activities within this application address Apache County's identified community development and housing needs, including the needs of low and moderate income persons; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities described within this CDBG grant include the renovation of the Apache County Fairgrounds and the Eagar Rodeo Ground restroom facilities. These improvements will provide access to disabled citizens in accordance with the Americans with Disabilities Act (ADA). Improvements to the St. Johns-Concho Senior Citizen Center will include a fire suppression system. The Round Valley Senior Center's renovation is to include a heating system.

NOW, THEREFORE BE IT RESOLVED by the Apache County Board of Supervisors that the application for the FY12 State Community Development Block Grant be approved and adopted as the official program of Apache County pursuant to the Housing and Community Development needs and the requirements of the State CDBG program.

PASSED, ADOPTED AND APPROVED by the Apache County Board of Supervisors on

31st, 2012

By:

[Signature]
Chairman, Apache County

ATTEST:

[Signature]
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

January 15, 2013
St. Johns, Arizona

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

Chairman White 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.

Mr. Weller gave the invocation.

Mr. White asked George Walsh to lead the Pledge of Allegiance.

Chairman White called for the Library District item.

Judith Pepple, Library Director requested authorization to enter into an agreement with Better World Books to participate in their library program which sells discarded library materials and gift materials which are out of scope for our collections. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous. Mr. Weller stating that there is no necessity for Ms. Pepple to do something like this and it could end up saving money in her operation.

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

Chairman White called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval of the Service Agreement between Banner Health Corporation, d/b/a ENTECH and the Apache County Public Health Services District to provide maintenance and calibration of medical equipment used in Apache County Public Health Clinics. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Chairman White 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.

Elaine Salmi addressed the Board and expressed her frustration with her property taxes she has been struggling with for the past two years through property valuation appeals and provided an overview of the appeal process. Mrs. Salmi asked the Board to consider placing her issue on a future agenda so she could give specifics or whatever the Board deems appropriate in this situation so she can receive a fair appeal hearing.

George Walsh, a resident of Vernon, Arizona addressed the Board and stated that he wanted to once again bring to the attention the failure of the Board, the Clerk of the Board and the Planning and Zoning Department that the notices do not meet the statutory requirements and he has done research and he read from the Arizona Attorney General's Handbook, chapter 2. Mr. Walsh stated that the notices for the County have been invalid because they do not meet the statutory requirements. Mr. Walsh requested this item be placed on an agenda for discussion and for the supervisors to obtain a legal opinion in writing as to if the legal requirements of the notices are being met for every public hearing in this county. Mr. Wengert asked County Attorney Whiting if he could respond to the criticism from Mr. Walsh. Mr. Whiting stated that generally it refers to a personal criticism, not regarding a legal issue or policy.

There were no other members of the public wanting to address the Board during call to the public.

Mr. Weller stated that 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 stated that the Board members have asked that this item be placed on the agenda in a manner that would help facilitate department heads and other elected public officials in informing the public of what activities are going on in their area. Mr. Weller stated that he wanted to report on activities from yesterday regarding the State of the State presentation by Governor Brewer. Mr. Weller stated that St. Johns was represented at the event by Mr. Delbert Lambson who offered the Pledge of Allegiance there. Mr. Weller stated Senator Kyl was honored and spoke and updated the Board on the key points and issues Senator Kyl addressed which were immigration and land issues. Mr. Weller stated that Cindy McCain was recognized by the Governor for her efforts against human trafficking. Mr. Weller updated the Board on Governor Brewer address and the main focus in the area of child protective services and the need for more personnel in that area to make sure the children are cared for. Mr. Weller stated that Governor Brewer also spoke on the same land use subject that was the topic of the American Lands Council meeting that was held January 5, 2013 in Sandy, Utah. Mr. Weller stated that he attended to learn more about Utah's HB148 which is a bill that requires the federal government to dispose of all federal lands back to the state of Utah by the end of 2014 and provided an update on that process. Mr. Weller stated that the property in the western part of the country are primarily federal lands and the people don't seem to know that their rights are being violated. Mr. Weller stated that the Enabling Act is exactly the same for the central parts of the country and Hawaii and if they stand up and ask the federal government, as Utah has done to dispose of those lands it should go through the courts as it has in the past and the lands will be turned back where we could manage the lands. Mr. Weller stated that this matters because it

affects our education, the tax base, our freedoms and liberties in this State and in our community. Mr. Weller stated that if you look at the Wallow Fire and the inadequate management of the lands by the federal government it matters to every part of our lives. Mr. Weller stated that he intends to be a part of any organization that looks into this for our State and to try and implement the legislation that was passed by the house and senate (but not signed by the Governor last year) which will be re-looked at last year. Mr. Weller stated that we are not a state legislature but we are the people of this State and we are a County and we are the ones who are, through our knowledge, can help our legislators at the State to do the right thing. Mr. Weller stated that everyone can go to the American Lands Council website and learn more about this and take one side or the other but be involved. Mr. Weller stated that our county is burning up and we need to start taking control of these issues and part of it starts by talking with state legislators.

Mr. Wengert presented the Consent Items A-E and recommended approval. **Mr. Weller moved to approve, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A Request approval of minutes dated January 2, 2013. B. request approval of demands dated January 2, 2013 to January 15, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. AMAZON COM INC 2,940.35 BRADCO 49,559.84 COURTESY CHEVROLET 38,981.38 ELLIS MANUFACTURING COMPANY INC 3,510.00 EMTAP ENTERPRISES 2,804.08 FRONTIER ,501.26 INGRAM LIBRARY SERVICES 3,574.91 NAVAJO TRIBAL UTILITY AUTHORITY 1,734.92 O'REILLY AUTO PARTS 1,515.52 PATTERSON II, GL 1,006.50 RIGG LAW FIRM PLLC 1,394.80 THE LIBRARY STORE INC 1,100.25 THE WOOD LAW OFFICE (RONALD WOOD) 6,650.00 TIFCO INDUSTRIES 1,219.77 VERIZON WIRELESS 1,512.41 WEST PAYMENT CTR 1,513.23 Shirley, Joe Junior 1,897.08 Berry, Curtis 1,140.32 Weller, Barry G 1,728.83 Rogers, Kent 1,091.41 Stradling, Reed 1,260.91 Begay, Marleita 1,872.50 Madrid, Estevau N 1,015.69 Briscoe George, Valerie 1,036.78 Lesueur, Ashton 3,189.53 Gray, Becky 1,166.58 Watkins, Robert 1,021.47 King, Walter Scott 1,168.52 Jim, Jack W 1,012.92 Williams, Robert Barry 1,572.26 ADMINISTRATIVE ENTERPRISES INC 1,282.46 APACHE COUNTY MEDICAL 142,125.00 APACHE COUNTY TAX WITHHOLDING 113,513.79 AZ STATE RETIREMENT SYSTEM 78,289.58 COLONIAL LIFE AND ACCIDENT INS 1,252.37 CORRECTIONS OFFICER RET PLAN 7,978.70 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,019.44 MUTUAL OF OMAHA 1,072.30 NATIONWIDE 1,585.84 PUBLIC SAFETY PERSONNEL 401 4,274.14 PUBLIC SAFETY SHERIFF RET 23,963.90 SECURITY BENEFIT GROUP 1,796.00 SUPPORT AMENT CLEARINGHOUSE 2,439.50 FORSTER, MARLENE 1,009.61 PUBLIC SAFETY PERSONNEL 401 6,962.36 AAA ARIZONA INC 2,580.00 ARIZONA YOUTH PARTNERSHIP 6,250.00 BANK OF THE WEST 1,834.44 BRAD PETERSON B & B FABRICATIONS 4,016.25 BRADCO 25,024.42 BROWN'S PARTMASTER INC 1,016.20 CANTEEN CORRECTIONAL SERVICE 17,334.62 CHEVRON USA INC 1,069.19 COMPLETE ELECTRICAL SERVICES & SUPPLIES 3,100.00 CS&S COMPUTER SYSTEMS 1,629.06 DELL COMPUTER CORPORATION 1,814.08 FERRELLGAS 1,119.66 GALL'S INC 2,872.95 GALLUP LUMBER & SUPPLY 1,570.45 GRAVES PROPANE CO INC 1,160.13 GREEN AND BAKER 2,579.15 HILLYARD INC 5,290.12 INLAND KENWORTH INC (FARMINGTON) 1,267.93 JOHN V SCIALLI MD 2,160.00 JUSTICE BENEFITS INC 1,074.26 LATHAM,

MICHAEL 1,800.00 LAWSON RODUCTS INC 1,960.45 LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC 1,015.50 NIELSEN WELL DRILLING 7,448.92 OSBORN, JOSHUA DEON 1,627.55 OVERDRIVE INC 2,251.31 QUILL CORP 1,837.58 SECURUS TECHNOLOGIES INC 2,294.71 STAPLES CREDIT PLAN 1,032.77 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 1,293.90 VERITAS RESEARCH CONSULTING 1,620.00 VERIZON WIRELESS 1,130.91 WEST PAYMENT CTR 2,713.34 WHITING, GARRET LEE 1,800.00 WHITING, MICHAEL B 2,003.59 YOUNGS FUTURE TIRE 1,959.91 AZ DEPT OF RISK MANAGEMENT 1,860.12 ADHS AZ HEALTH CARE COST 22,400.00 THE UNIVERSITY OF ARIZONA 6,250.00 Colwell, Michael 3,819.17 Thornhill, James 5,542.14 Martin, Fred 5,697.88 Personnel Items: C. District I: Request authorization to extend the temporary employment of Randy Bia until February 8, 2013. D. Probation Services: Request authorization to reduce the vacant full-time benefits eligible Secretary position to part-time (less than 19 hours per week non-benefits eligible). E. Human Resources: Notification of the increase of the Arizona State Minimum from \$7.65 to \$7.80 per hour effective January 1, 2013 and request approval to adjust Custodian Joseph Skelly and temporary Intern Brianna Hannah who are both currently at a wage lower than the new minimum to \$7.80 per hour. This adjustment will increase Joseph Skelly by .0328 cents per hour and Brianna Hannah by .15 cents per hour. Mr. Weller and Ms. Bond, Assistant Clerk of the Board, held a discussion regarding the minutes and why there were reports reflected and notated in the minutes but not included in the Board's packet. Mr. Weller stated that he would approve the minutes but wanted to continue the discussion with Ms. Bond at a later time. George Walsh, a resident of Vernon, Arizona stated that in the minutes, contract attorney Joe Young is referred to as Deputy County Attorney and since he is a contract employee it should not be approved. Mr. Whiting stated that it can be put on a future agenda item if the Board feels it is necessary and then he would comment but Mr. Young is not here today and it is not listed on the agenda and he is an employee in regards to the county whether he is an independent contractor or not. **Mr. Weller moved to modify the minute approval to reflect that Mr. Young's title is going to be discussed at a future Board meeting.** Mr. White stated that the Board can discuss Mr. Young at a future meeting. Mr. Wengert stated that if Mr. Whiting would like to put on the agenda to clarify Mr. Walsh's comment that is up to him. Mr. Whiting responded that if somebody wants to place it on the agenda that is fine. Mr. White stated that as Chairman, we can discuss this at a later time. Vote was unanimous for approval of the Consent Items.

Karen Houston, Human Resources Director, requested appointment of a new Chairman for the Public Safety and Correction Officer Retirement Programs and the new appointee will replace retired Supervisor, Jim Claw. **Mr. Weller stated that they don't have a candidate at this point and he wanted to discuss the candidate position and moved to consider Treasurer Marleita Begay as the new member of the Board.** Mr. Shirley asked to hear from Mrs. Begay before he would second the motion. **Mr. White seconded the motion.** Mrs. Begay stated that she is here to assist the County and she would accept the appointment. Mr. Weller stated that he spent some time with Mrs. Begay and he is extremely impressed with her background and her mindset to do the right thing for the County and in speaking with Human Resources about this position Mrs. Begay's name came to mind because of her financial background and she has a conscience conservative minded attitude towards the use of public funds and he thought she would be a good recommendation for the position. Mr. Whiting stated that before the appointment of a named person is approved, it needs to be noticed on an agenda and then if

there is anyone else the Board wants to consider that name can be added for consideration and approval. **Mr. Weller modified his motion to have Mrs. Marleita Begay be placed on the next Board meeting for approval to the position of Chairman of Public Safety and Correction Officer Retirement Programs. Mr. White stated that since he seconded the motion he will go along with that and won't take any action at this time and set it for the next meeting.** No action was taken.

Karen Houston, Human Resources Director, stated that she was requested by Mr. Weller to place the item on the agenda to ratify the job description and salary for the recently hired District I Manager, Patrick Sandoval. **Mr. Weller moved to table the item until an executive session can be scheduled along with the item for discussion of issues associated with it.** Mr. Weller stated that he intends to move forward with what was talked about in the previous Board meeting but there is multiple issues related to this that he would like to speak in executive session with Mr. Shirley and Mr. White about. Mr. White asked if Mr. Weller was making a motion to go into executive session at this time. Mr. Weller stated no, it is his understanding that the Board can't go into executive session without notice on the agenda but he would like to table this until next time and post in the agenda that the Board has the potential to go into executive session so that the Board can discuss this issue. Mr. White stated that the Board will discuss this issue at the next Board meeting in executive session. Chairman White tabled the item.

Ada Guinn, Probation Services, requested authorization to temper the following grant funded personnel's salaries by 2.5%. Probation Officer Brittney Rushing, Probation Officer Tom Ross, Detention Officer Luis Morales and Administrative Assist II Corina Gutierrez. Ms. Guinn stated that this action will prevent these individual's salaries from being surpassed by new employees who receive a 2.5% end of probation increase. **Mr. Weller moved to deny the request, seconded by Mr. White.** Mr. Weller stated that after great consideration he does not mean to disparage the employees involved in this, the Human Resource Director Karen Houston or the department head involved but he cannot look at this in any other way other than to say that it seems we have a shallow policy in this respect and in discussing it with Ms. Guinn and Ms. Houston, he was informed that this happens periodically and it appears to be an operation within our salary determination that is out of the budgetary process and is being forced upon the Board in order to make it fair to the employees who been surpassed. Mr. Weller stated that he looks at that for department manager and supervisors to do their best not to allow this to happen within their department or to explain it to the employee when it happens. Mr. Weller stated that he believes that when the employees were hired at this salary they understood the ramifications of that decision and that they would receive their end of probation increase and they would not get increases due to the fact that somebody else was hired into the department. Mr. Weller stated that it is a shallow place in our policies. Mr. Weller stated that life is not fair and he has to look at the fairness to the taxpayer and the taxpayer is expecting us to do due diligence to manage our departments and to make sure we are not putting the taxpayer at risk for further funding requirement in a manner such as this. Mr. Weller stated that the other supervisors may agree or disagree but to him it is not a good practice that we should have in the county. Ms. Guinn stated that all that is being asked for is that the employees be brought to the same post probationary wage that other employees are. Mr. Weller stated that he appreciates that but it is a principle issue and a policy issue that he is concerned about so he cannot support it. Mr. White stated that he wanted to hear from Ms. Houston regarding the item. Ms. Houston stated that with the salary

structure and the ranges it is not a policy issue, it is the salary structure and every so often we do have new employees that end up surpassing employees that came from other departments who had already received their end of probation increase. Ms. Houston stated that rarely happens and this is the way the Board has chosen in the past to rectify the situation. Ms. Houston stated that they can certainly look at other options but at the time this was the Board's best choice based on H.R. and the salary study's recommendation. Mr. Weller stated that he appreciates that it is not a policy issue but at this point all department heads need to consider this when they are making decisions to bring people into their employment, that if we did not push back on it, it would just continue to go on and he believe the taxpayers, and he as a taxpayer believes this is not as well managed as it could be in the county and so he is asking to look at that and to see if there is a better way to go about maneuvering this and may or may not become policy but it is an issue and will get all of the department heads and elected officials thinking about if an increase is justified just because of a transfer. Mr. Wengert stated that he agrees with Mr. Weller in that when employees are transferred from one department to another that the supervisor needs to make sure that when they bring them in at a certain salary, it needed to be explained and the problem could have been fixed at that point. Mr. Wengert stated that going forward when this comes up again in different departments, that supervisor should look at that with this issue in mind. Motion passed to deny the request 2 -0 with Mr. Shirley abstaining.

Mr. Wengert presented notification of the County Supervisors Association New Supervisor Orientation on January 23, 2013 from 8:30 a.m. to 3:30 p.m. followed by the Fifth Annual County Supervisors Legislative Reception at 5:30 p.m., the County Supervisors Association (CSA) meeting on January 24, 2013 at 10:00 a.m. All meetings and events will be held at the CSA building, 1905 W. Washington Street, in Phoenix. No action was needed or taken.

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

Approved this 5th day of February, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

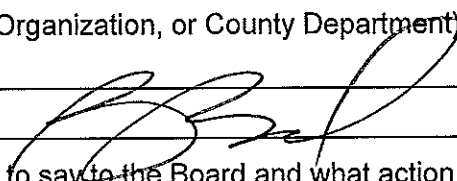
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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		01/17/2013	1004598		
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance	2709 - CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS	WHITEARVISOJAN13 REGISTRATION		01/08/2013	01/18/2013	450.00
	1133 - FERRELLGAS	RNT4759492ADD	REMAINDER OF SHORT PAYMENT	01/21/2013	01/18/2013	47.24
	2713 - ROBERTS TIRE SALES INC	114824	ACCT 20074	12/22/2012	01/18/2013	34.91
	1928 - SANOFI PASTEUR INC	900831598	acct 70210252	10/30/2012	01/18/2013	1,840.12
	2471 - WELLS FARGO BANK	DEC12	ACCT 4856200230485784	12/24/2012	01/18/2013	281.57
Total Selected Invoices: 5						\$2,653.84

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date		Starting Check Number	
1400 Finance	Wells Fargo		01/18/2013		1004604	
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance	1070 - AZ COUNTIES WORKERS COMPENSATION PLAN	4THQTR2012B	Workers Compensation	01/17/2013	01/18/2013	0.03
Total Selected Invoices: 1					\$0.03	

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
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1400 Finance	Wells Fargo	01/18/2013	1004603
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Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
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1400 Finance

	1070 - AZ COUNTIES WORKERS COMPENSATION PLAN	4THQTR2012	Workers Compensation	01/17/2013	01/18/2013	64,295.46
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	Total Selected Invoices: 1					\$64,295.46
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Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number			
1400 Finance	Wells Fargo	01/24/2013	1004606			
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	1172 - ALLREDS WESTERN WEAR	2454	ASCO	01/10/2013	01/24/2013	81.45
	1500 - ALSICO INC	LPHO737235	ACCT 603011	12/18/2012	01/24/2013	78.74
	1500 - ALSICO INC	LPHO739505	ACCT 603011	12/25/2012	01/24/2013	78.74
	1500 - ALSICO INC	LPHO744050	ACCT 603011	12/18/2012	01/24/2013	83.46
	1500 - ALSICO INC	LPHO746293	ACCT 603011	01/15/2013	01/24/2013	78.74
	1500 - ALSICO INC	LPHO746312	ACCT 630006	01/15/2013	01/24/2013	105.38
	2726 - AMERICAN PROBATION & PAROLE ASSOCIATION	72175	PROBATION	01/02/2013	01/24/2013	2,004.00
	2725 - AMERICAN PUBLISHING INC	14509	MANAGERS OFFICE	01/16/2013	01/24/2013	74.90
	1978 - APACHE COUNTY	DECEMBER2012	PROBATION	12/31/2012	01/24/2013	1,321.70
	2692 - APACHE COUNTY PROBATION DEPARTMENT	111912	Professional Services	11/19/2012	01/24/2013	5,000.00
	1344 - APPLGATE TAMARA WILHELM	11613R	LIBRARY DISTRICT	01/22/2013	01/24/2013	42.74
	1247 - ASHTON'S REPAIR INC	27524	ENGINEERING	01/09/2013	01/24/2013	30.00
	1708 - AT&T	6745664DEC12	ACCT 0190986083650001	12/28/2012	01/24/2013	54.23
	1708 - AT&T	6882263JAN13	030 356 070 5001	01/04/2013	01/24/2013	69.16
	1864 - AZ BRAKE & CLUTCH SUPPLY	416912	Blanket PO for November 2012	11/29/2012	01/24/2013	902.63
	1071 - AZ COURTS ASSN	2013MEMBERSHIP	JUDGE YELLOWHORSE	01/11/2013	01/24/2013	30.00
	1071 - AZ COURTS ASSN	2013MEMBERSHIPHA	CHINLE JC	01/14/2013	01/24/2013	30.00
	1071 - AZ COURTS ASSN	2013MEMBERSHIPYA	CHINLE JC	01/14/2013	01/24/2013	30.00
	1075 - AZ DEPT OF PUBLIC SAFETY	1899513	HEALTH DEPT	01/08/2013	01/24/2013	67.00
	1075 - AZ DEPT OF PUBLIC SAFETY	1899515	HEALTH DEPT	01/09/2013	01/24/2013	67.00
	1081 - AZ JUVENILE DETENTION ADMIN ASSN	131	JUVENILE DETENTION	01/07/2013	01/24/2013	50.00
	1101 - AZLGEBT	JAN2013	MEDICAL	01/01/2013	01/24/2013	259,874.59
	1101 - AZLGEBT	JAN2013D	DENTAL	01/01/2013	01/24/2013	16,016.13
	2723 - BANNER OCCUPATIONAL HEALTH ARIZONA LLC	393548	ACSO DEC12POST	01/04/2013	01/24/2013	200.00
	1904 - BASHAS' CORPORATE OFFICE	287921	DISTRICT 1	12/27/2012	01/24/2013	36.39
	1904 - BASHAS' CORPORATE OFFICE	288377	Blanket PO for December 2012	12/03/2012	01/24/2013	76.04
	1904 - BASHAS' CORPORATE OFFICE	34	Blanket PO for December 2012	12/13/2012	01/24/2013	29.45
	1222 - BAUMAN HOME AND AUTO INC	12900532556	ACCT 461008	01/08/2013	01/24/2013	18.92
	1222 - BAUMAN HOME AND AUTO INC	12900533098	ACCT 461009	01/15/2013	01/24/2013	148.57
	1222 - BAUMAN HOME AND AUTO INC	12901606545	barrel of oil	09/25/2012	01/24/2013	677.06
	1222 - BAUMAN HOME AND AUTO INC	12901613709	ACCT 561077	01/07/2013	01/24/2013	2.19
	1222 - BAUMAN HOME AND AUTO INC	12901614230	ACCT507	01/15/2013	01/24/2013	24.20
	1370 - BEGAY SARAH MAE	1908	ACSO	01/09/2013	01/24/2013	155.00
	1370 - BEGAY SARAH MAE	1909	SJ BUILDINGS	01/08/2013	01/24/2013	40.00

Apache County
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Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1370 - BEGAY SARAH MAE	1910	SJ BUILDINGS	01/08/2013	01/24/2013	75.00
1370 - BEGAY SARAH MAE	1911	ACA & PROBATION	01/09/2013	01/24/2013	55.00
1370 - BEGAY SARAH MAE	1912	SJ BUILDINGS	01/08/2013	01/24/2013	75.00
1654 - BERRY CURTIS H	11813R	DISTRICT II	01/22/2013	01/24/2013	83.98
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	723435	ROADS DISTRICTII	12/04/2012	01/24/2013	94.40
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	724003	Blanket PO for December 2012	12/10/2012	01/24/2013	405.64
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	724124	Blanket PO for December 2012	12/10/2012	01/24/2013	24.76
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	724233	ROADS DISTRICTII	12/11/2012	01/24/2013	42.66
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	725216	ROADS DISTRICTII	12/20/2012	01/24/2013	5.94
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	725627	Blanket PO for December 2012	12/26/2012	01/24/2013	307.06
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	725705	ROADS DISTRICTII	12/26/2012	01/24/2013	297.23
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	725801	Blanket PO for December 2012	12/27/2012	01/24/2013	37.79
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	727075	ROADS DISTRICT1	01/09/2013	01/24/2013	(286.37)
1234 - BLUE HILLS ENVIRONMENTAL	1436	APACOU-SJ-NS	12/31/2012	01/24/2013	95.06
1234 - BLUE HILLS ENVIRONMENTAL	1437	APACOU-SJ-NS	12/31/2012	01/24/2013	95.06
1234 - BLUE HILLS ENVIRONMENTAL	1438	EAGAR ROADS	12/31/2012	01/24/2013	167.75
1234 - BLUE HILLS ENVIRONMENTAL	47670	B&M	12/05/2012	01/24/2013	31.50
1234 - BLUE HILLS ENVIRONMENTAL	47679	B&M	12/06/2012	01/24/2013	38.50
1234 - BLUE HILLS ENVIRONMENTAL	47716	B&M	12/12/2012	01/24/2013	17.00
1234 - BLUE HILLS ENVIRONMENTAL	47724	B&M	12/13/2012	01/24/2013	25.00
1234 - BLUE HILLS ENVIRONMENTAL	7400	BUILDING & MAINTENANCE	11/26/2012	01/24/2013	3.00
1234 - BLUE HILLS ENVIRONMENTAL	9134265	ACCT 104265	01/01/2013	01/24/2013	48.00
1234 - BLUE HILLS ENVIRONMENTAL	9134787	ACCT 105937	01/01/2013	01/24/2013	48.00
1234 - BLUE HILLS ENVIRONMENTAL	9135582	B&M	01/01/2013	01/24/2013	999.27
1234 - BLUE HILLS ENVIRONMENTAL	9135603	ACCT 102675	01/01/2013	01/24/2013	58.70
1234 - BLUE HILLS ENVIRONMENTAL	9135664	BUILDING & MAINTENANCE	01/01/2013	01/24/2013	49.86
1234 - BLUE HILLS ENVIRONMENTAL	9135733	B&M	01/01/2013	01/24/2013	102.30
1234 - BLUE HILLS ENVIRONMENTAL	9135735	105809	01/01/2013	01/24/2013	78.82
1592 - BOB BARKER COMPANY INC	WEB000251671	APAAZ4	01/03/2013	01/24/2013	177.55
1164 - BRADCO	8743	ACCT 50030	12/11/2012	01/24/2013	470.91
1164 - BRADCO	8814	FUEL	12/10/2012	01/24/2013	24,303.88
1164 - BRADCO	8833	ACCT 50030	12/17/2012	01/24/2013	174.87
1164 - BRADCO	9180	ACCT 50033	12/27/2012	01/24/2013	7,791.55
1164 - BRADCO	9505	ACCT 50037	01/04/2013	01/24/2013	2,978.49
1164 - BRADCO	9581	ACCT 50031	01/08/2013	01/24/2013	6,717.42

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1164 - BRADCO	9583	ACCT 50037	01/08/2013	01/24/2013	3,388.01
1164 - BRADCO	9592	Barrell Oil	01/08/2013	01/24/2013	794.60
1164 - BRADCO	9599	ACCT 50020	01/14/2013	01/24/2013	272.18
1164 - BRADCO	9629	fuel	01/08/2013	01/24/2013	25,373.50
1164 - BRADCO	9663	FUEL	01/09/2013	01/24/2013	24,182.12
1647 - BROWN DEVIN R	4TH QTRALRAP	ATTORNEY'S OFFICE	01/01/2013	01/24/2013	1,506.85
1834 - BROWN'S PARTMASTER INC	749784	Plumbing Parts for Pods	01/14/2013	01/24/2013	513.97
1799 - BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	82374	AC50D2	01/05/2013	01/24/2013	43.98
1799 - BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	82375	AC50D2	01/05/2013	01/24/2013	25.79
2710 - CAMPBELL LEANN	10813R	PUBLIC HEALTH	01/15/2013	01/24/2013	108.12
1257 - CATLIN JONATHAN	10713R	ENVIRONMENTAL HEALTH	01/17/2013	01/24/2013	389.66
1747 - CDW GOVERNMENT LLC	V929678	iPad - quote DDKR631	01/02/2013	01/24/2013	57.43
1747 - CDW GOVERNMENT LLC	V980356	iPad - quote DDKR631	01/03/2013	01/24/2013	615.87
1747 - CDW GOVERNMENT LLC	W038489	iPad - quote DDKR631	01/05/2013	01/24/2013	105.69
1747 - CDW GOVERNMENT LLC	W180659	CUST #0413491	01/09/2013	01/24/2013	430.10
1747 - CDW GOVERNMENT LLC	W258254	91057	01/10/2013	01/24/2013	295.04
1274 - CELLULAR ONE NE AZ	2470577	ACCT 00302001165	01/05/2013	01/24/2013	442.40
2716 - CITY OF AVONDALE	REGISTRATIONS	JAIL	01/15/2013	01/24/2013	278.00
1194 - CONTEMPORARY BUSINESS CONCEPTS	700975	COUNTY	01/15/2013	01/24/2013	375.65
1242 - CORONADO LAW FIRM PLLC	4339	SUPERIOR COURT	01/01/2013	01/24/2013	60.50
1407 - CREATIVE MULTIMEDIA INC (CMI)	NOVDEC12	ENGINEERING	01/14/2013	01/24/2013	15,805.00
1774 - CROSS EXTERMINATING	73995	ACCT 928-337-4200	11/21/2012	01/24/2013	55.00
1248 - DAVIS TRUE VALUE HARDWARE	33040	CHRISTMAS LIGHTS	12/03/2012	01/24/2013	44.22
1248 - DAVIS TRUE VALUE HARDWARE	33041	CHRISTMAS LIGHTS	12/03/2012	01/24/2013	4.72
2652 - DAYS INN (CHAMBERS, AZ)	62058472WELLER	SHERIFF	12/26/2012	01/24/2013	47.09
2652 - DAYS INN (CHAMBERS, AZ)	62081531WELLER	SHERIFF	12/27/2012	01/24/2013	47.09
2652 - DAYS INN (CHAMBERS, AZ)	62104682WELLER	SHERIFF	12/28/2012	01/24/2013	47.09
2652 - DAYS INN (CHAMBERS, AZ)	62146459WELLER	SHERIFF	12/29/2012	01/24/2013	47.09
2652 - DAYS INN (CHAMBERS, AZ)	62183612WELLER	SHERIFF	12/30/2012	01/24/2013	47.09
1352 - DEDMAN JOSEPH	11413R	SHERIFF	01/17/2013	01/24/2013	108.00
1125 - DELL COMPUTER CORPORATION	XJ26PFD68	2 Lpatopts & Projector	12/19/2012	01/24/2013	71.22
1125 - DELL COMPUTER CORPORATION	XJ26RF6J2	2 Lpatopts & Projector	12/20/2012	01/24/2013	656.72
1125 - DELL COMPUTER CORPORATION	XJ2877876	2 Lpatopts & Projector	12/24/2012	01/24/2013	3,601.35
1125 - DELL COMPUTER CORPORATION	XJ2FPN9K2	Supplies	01/08/2013	01/24/2013	146.31
2348 - DIAMOND MEDICAL SUPPLY	264778	JAIL	12/19/2012	01/24/2013	116.10
2671 - DOUGLAS LETICIA A	1142013	SUPERIOR COURT	01/14/2013	01/24/2013	40.00
1258 - DUCKWALL ALCO STORES INC	40500880	24452	10/26/2012	01/24/2013	50.59
1395 - E & E SERVICES INC	A165757	SJ ROADS	01/08/2012	01/24/2013	347.21
1395 - E & E SERVICES INC	A165881	EAGAR ROADS	01/15/2013	01/24/2013	43.57
1347 - EAGAR BRANNON	10813R	SHERIFF	01/14/2013	01/24/2013	108.00

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1523 - EMBASSY SUITES	82134590EAGAR	SHERIFF	01/08/2013	01/24/2013	319.42
1523 - EMBASSY SUITES	88092314MORALES	ACSO	01/08/2013	01/24/2013	159.71
1587 - EMPIRE MACHINERY	EMPC0419983	SJ ROADS	12/10/2012	01/24/2013	(414.03)
1587 - EMPIRE MACHINERY	EMPS3030956	BATTERIES FOR LOADER	12/10/2012	01/24/2013	663.55
1587 - EMPIRE MACHINERY	EMPS3030957	BATTERIES FOR LOADER	12/10/2012	01/24/2013	642.47
1587 - EMPIRE MACHINERY	EMPS3037359	Blanket PO for December 2012	12/19/2012	01/24/2013	681.86
1587 - EMPIRE MACHINERY	EMPS3044833	ACCT 0004529	01/07/2013	01/24/2013	183.50
1587 - EMPIRE MACHINERY	EMPS3046198	ACCT 0055908	01/08/2013	01/24/2013	171.26
1587 - EMPIRE MACHINERY	EMWK2062132	REPAIR TO # 137 BLADE	01/09/2013	01/24/2013	6,935.60
1721 - FAMILY FIRST COUNSELING	DEC12	ADULT PROBATION	01/02/2013	01/24/2013	110.00
1133 - FERRELLGAS	1073839152	DISTRICT II	12/17/2012	01/24/2013	999.67
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GR00112591	Blanket PO for December 2012	12/13/2012	01/24/2013	78.00
1135 - FRONTIER	1960323JAN13	928-196-0323-080687-8	01/07/2013	01/24/2013	24.93
1135 - FRONTIER	3330203JAN13	928-333-0203-121898-8	01/07/2013	01/24/2013	131.29
1135 - FRONTIER	3330212JAN13	928-333-0212-052403-8	01/07/2013	01/24/2013	290.16
1135 - FRONTIER	3332218JAN13	928-333-2218-031975-8	01/07/2013	01/24/2013	127.26
1135 - FRONTIER	3332415JAN13	928-333-2415-052572-8	01/07/2013	01/24/2013	187.64
1135 - FRONTIER	3333438JAN13	928-333-3438-010402-8	01/07/2013	01/24/2013	127.11
1135 - FRONTIER	3334149JAN13	928-333-4149-032279-8	01/07/2013	01/24/2013	440.07
1135 - FRONTIER	3372131JAN13	928-337-2131-120189-8	01/07/2013	01/24/2013	276.98
1135 - FRONTIER	3372144JAN13	9283-337-2144-052484-8	01/07/2013	01/24/2013	208.52
1135 - FRONTIER	3372683JAN13	928-337-2683-040290-8	01/07/2013	01/24/2013	64.15
1135 - FRONTIER	3372771JAN13	928-337-2771-121491-8	01/07/2013	01/24/2013	116.41
1135 - FRONTIER	3373552JAN13	928-337-3552-070600-8	01/07/2013	01/24/2013	152.58
1135 - FRONTIER	3373640JAN13	928-337-3640-111897-8	01/07/2013	01/24/2013	65.56
1135 - FRONTIER	3373856JAN13	928-337-3856-040610-8	01/07/2013	01/24/2013	80.01
1135 - FRONTIER	3374364JAN13	928-337-4364-010168-8	01/07/2013	01/24/2013	4,229.15
1135 - FRONTIER	3374769JAN13	928-337-4769-102104-8	01/07/2013	01/24/2013	59.86
1135 - FRONTIER	3374903DEC12	928-337-4903-020173-8	12/17/2012	01/24/2013	239.63
1135 - FRONTIER	3374903JAN13	928-337-4903-020173-8	01/07/2013	01/24/2013	239.00
1135 - FRONTIER	3375057JAN13	928-337-5057-082109-8	01/07/2013	01/24/2013	71.11
1135 - FRONTIER	6594247JAN13	928-659-4247-121205-8	01/13/2013	01/24/2013	337.30
1135 - FRONTIER	6743521JAN13	928-674-3521-052203-8	01/13/2013	01/24/2013	109.20
1135 - FRONTIER	7292089JAN13	928-729-2089-111907-8	01/07/2013	01/24/2013	83.49
1851 - GALLUP INDEPENDENT	21522	DISTRICT II	09/26/2012	01/24/2013	111.56
1851 - GALLUP INDEPENDENT	21523	DISTRICT II	09/26/2012	01/24/2013	411.40
1851 - GALLUP INDEPENDENT	DEC312012	CHINLE ROADS	12/31/2012	01/24/2013	138.00
2051 - GALLUP SERVICE MART	27968	Vacuum maintenance service	09/18/2012	01/24/2013	70.00
1905 - GALLUP WATER WORKS	38697	Blanket PO for December 2012	12/31/2012	01/24/2013	50.25
1166 - GEXPRO	514198425	RV HEALTH	12/14/2012	01/24/2013	223.34
1166 - GEXPRO	514198545	RV HEALTH	12/13/2012	01/24/2013	344.45

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1166 - GEXPRO	514198654	SJ ROADS	12/13/2012 01/24/2013 71.98
1166 - GEXPRO	514198656	SJ ROADS	12/13/2012 01/24/2013 61.60
1166 - GEXPRO	514198658	SJ ROADS	12/21/2012 01/24/2013 238.84
1166 - GEXPRO	514198719	SJ ROADS	12/28/2012 01/24/2013 43.21
1166 - GEXPRO	514198845	SJ ROADS	12/18/2012 01/24/2013 12.43
1166 - GEXPRO	514198846	RV HEALTH	12/28/2012 01/24/2013 217.17
1166 - GEXPRO	514198927	ACSO	01/07/2013 01/24/2013 250.18
1166 - GEXPRO	514302636	ACSO	01/08/2013 01/24/2013 160.66
1166 - GEXPRO	514798878	SJ ROADS	12/31/2012 01/24/2013 10.11
2729 - GRAHAM COUNTY	TRANSPARENCYPROJ	TRANSPARENCY PROJECT	01/17/2013 01/24/2013 1,000.00
1199 - GRAVES PROPANE CO INC	630743	9001800-17	12/31/2012 01/24/2013 1,445.05
1199 - GRAVES PROPANE CO INC	630796	9001800-1	01/03/2013 01/24/2013 282.17
1199 - GRAVES PROPANE CO INC	630797	9001800-12	01/04/2013 01/24/2013 1,445.05
1199 - GRAVES PROPANE CO INC	630854	9001800-15	01/08/2013 01/24/2013 1,588.20
1199 - GRAVES PROPANE CO INC	630881	9001800-14	01/09/2013 01/24/2013 445.99
1199 - GRAVES PROPANE CO INC	630926	9001800-1	01/14/2013 01/24/2013 217.15
1473 - HAMBLIN MD PC SCOTT	WELJU00	SHERIFF	11/08/2012 01/24/2013 250.00
2461 - HARRINGTON HOMES	313	NPC BUILDING REMODEL	01/07/2013 01/24/2013 7,362.64
1001 - HILL AZ GROCERY STORE	1814	Blanket for Supplies	01/15/2013 01/24/2013 54.94
1192 - HILLYARD INC	600522987	B&M	12/28/2012 01/24/2013 594.67
1882 - INGRAM LIBRARY SERVICES	8691050	ACCT 20C4216	01/03/2013 01/24/2013 52.86
1882 - INGRAM LIBRARY SERVICES	8691051	ACCT 20C4216	01/03/2013 01/24/2013 43.48
1882 - INGRAM LIBRARY SERVICES	8691052	ACCT 20C4216	01/03/2013 01/24/2013 295.44
1882 - INGRAM LIBRARY SERVICES	8691053	ACCT 20C4216	01/03/2013 01/24/2013 247.29
1882 - INGRAM LIBRARY SERVICES	8691054	ACCT 20C4216	01/03/2013 01/24/2013 389.58
1882 - INGRAM LIBRARY SERVICES	8691055	ACCT 20C4216	01/03/2013 01/24/2013 556.62
1882 - INGRAM LIBRARY SERVICES	8691056	ACCT 20C4216	01/03/2013 01/24/2013 268.84
1882 - INGRAM LIBRARY SERVICES	8691057	ACCT 20C4216	01/03/2013 01/24/2013 619.10
1882 - INGRAM LIBRARY SERVICES	8691058	ACCT 20C4216	01/03/2013 01/24/2013 465.52
1882 - INGRAM LIBRARY SERVICES	8720638	ACCT 20C4216	01/06/2013 01/24/2013 29.25
1882 - INGRAM LIBRARY SERVICES	8720639	ACCT 20C4216	01/06/2013 01/24/2013 12.34
1882 - INGRAM LIBRARY SERVICES	8720640	ACCT 20C4216	01/06/2013 01/24/2013 11.91
1882 - INGRAM LIBRARY SERVICES	8720641	ACCT 20C4216	01/06/2013 01/24/2013 156.42
1882 - INGRAM LIBRARY SERVICES	8763511	ACCT 20C4216	01/08/2013 01/24/2013 36.08
1882 - INGRAM LIBRARY SERVICES	8763512	ACCT 20C4216	01/08/2013 01/24/2013 11.27
1882 - INGRAM LIBRARY SERVICES	8763513	ACCT 20C4216	01/08/2013 01/24/2013 46.59
1882 - INGRAM LIBRARY SERVICES	8763514	ACCT 20C4216	01/03/2013 01/24/2013 53.01
1882 - INGRAM LIBRARY SERVICES	8763515	ACCT 20C4216	01/08/2013 01/24/2013 18.19
1882 - INGRAM LIBRARY SERVICES	8763516	ACCT 20C4216	01/08/2013 01/24/2013 114.20
1882 - INGRAM LIBRARY SERVICES	8763517	ACCT 20C4216	01/08/2013 01/24/2013 6.39
1882 - INGRAM LIBRARY SERVICES	8763518	ACCT 20C4216	01/08/2013 01/24/2013 34.89
1882 - INGRAM LIBRARY SERVICES	8763519	ACCT 20C4216	01/08/2013 01/24/2013 52.35

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1882 - INGRAM LIBRARY SERVICES	8763520	ACCT 20C4216	
1882 - INGRAM LIBRARY SERVICES	8763523	ACCT 20C4216	01/08/2013 01/24/2013 13.26
1882 - INGRAM LIBRARY SERVICES	8767522	ACCT 20C4216	01/08/2013 01/24/2013 127.07
1882 - INGRAM LIBRARY SERVICES	8767523	ACCT 20C4216	01/08/2013 01/24/2013 183.87
1882 - INGRAM LIBRARY SERVICES	8767524	ACCT 20C4216	01/08/2013 01/24/2013 127.07
1882 - INGRAM LIBRARY SERVICES	8767525	ACCT 20C4216	01/08/2013 01/24/2013 104.48
1882 - INGRAM LIBRARY SERVICES	8767526	ACCT 20C4216	01/08/2013 01/24/2013 187.09
1882 - INGRAM LIBRARY SERVICES	8801181	ACCT 20C4216	01/08/2013 01/24/2013 138.85
1882 - INGRAM LIBRARY SERVICES	8801182	ACCT 20C4216	01/09/2013 01/24/2013 16.85
1882 - INGRAM LIBRARY SERVICES	8801183	ACCT 20C4216	01/09/2013 01/24/2013 16.85
1882 - INGRAM LIBRARY SERVICES	8801184	ACCT 20C4216	01/09/2013 01/24/2013 52.44
1882 - INGRAM LIBRARY SERVICES	8801185	ACCT 20C4216	01/09/2013 01/24/2013 121.54
1882 - INGRAM LIBRARY SERVICES	8801186	ACCT 20C4216	01/09/2013 01/24/2013 99.95
1882 - INGRAM LIBRARY SERVICES	8829623	ACCT 20C4216	01/09/2013 01/24/2013 69.20
1882 - INGRAM LIBRARY SERVICES	8829624	ACCT 20C4216	01/10/2013 01/24/2013 17.94
1882 - INGRAM LIBRARY SERVICES	8829625	ACCT 20C4216	01/10/2013 01/24/2013 17.94
1882 - INGRAM LIBRARY SERVICES	8829626	ACCT 20C4216	01/10/2013 01/24/2013 17.94
1882 - INGRAM LIBRARY SERVICES	8829627	ACCT 20C4216	01/10/2013 01/24/2013 33.43
1882 - INGRAM LIBRARY SERVICES	8829628	ACCT 20C4216	01/10/2013 01/24/2013 34.18
1510 - INTAB INC	137666A	voting pens and stickers	01/10/2013 01/24/2013 17.93
2727 - INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	1310153645	ASSESSOR	01/03/2013 01/24/2013 560.23
1634 - JARAMILLO LORI	11324	PROBATION	01/01/2013 01/24/2013 175.00
1722 - JONES AUTO & TIRE SERVICE	5908	JUVENILE PROBATION	01/09/2013 01/24/2013 10.00
1391 - KB WELDING INC	127766	RV ROADS	01/10/2013 01/24/2013 34.21
1498 - KIMBALL EQUIPMENT COMPANY	629919	APACOU	01/04/2013 01/24/2013 358.39
2015 - LABORATORY CORP OF AMERICA	50864643	HEALTH DEPT	01/09/2013 01/24/2013 103.81
1489 - LAW OFFICES OF MATTHEW L RIGG	20443	PROF SVCS	01/10/2013 01/24/2013 766.00
1489 - LAW OFFICES OF MATTHEW L RIGG	20444	PROF SVCS	12/31/2012 01/24/2013 192.50
2321 - LAWSON PRODUCTS INC	9301343369	ACCT 10076111	12/31/2012 01/24/2013 27.50
2321 - LAWSON PRODUCTS INC	9301353377	ACCT 10076111	01/03/2013 01/24/2013 294.11
2305 - LEXIS-NEXIS	38270692	ACCT 784141318006	01/08/2013 01/24/2013 432.81
2372 - LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	LUCEROSEP12	PROBATION	10/26/2012 01/24/2013 49.12
1858 - LOWES #24	10065	Food for (3) senior Centers in Dist 2	12/18/2012 01/24/2013 45.00
1858 - LOWES #24	70075	Food for (3) senior Centers in Dist 2	01/09/2013 01/24/2013 800.42
1858 - LOWES #24	80005	Food for (3) senior Centers in Dist 2	01/08/2013 01/24/2013 686.07
2724 - M & J AUTO ELECTRIC	18510	AC RD YD	12/24/2012 01/24/2013 566.28
1249 - MARK AND STONEYS GARAGE	7151	PROBATION	12/13/2012 01/24/2013 305.37
1460 - MCCARTHY STEPHANIE	1172013	MEALS-VICTIM COMP MEMBERS	01/10/2013 01/24/2013 43.20
1557 - MCI	3374200JAN13	ACCT 08689910801	01/17/2013 01/24/2013 17.04
			01/07/2013 01/24/2013 44.16

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1190 - MIDWEST CANCER SCREENING	15836	health dept	01/04/2013	01/24/2013	188.99
1366 - MORALES ALFONSO V	10813R	TRAVEL - PHX-SEARCH & RESCUE	01/14/2013	01/24/2013	81.00
1749 - NATIONAL GUARDIANSHIP ASSOCIATION	60776HALL	DUES	12/24/2012	01/24/2013	260.00
1155 - NAVAJO COUNTY	FUNDSRETURN	STATE FUNDS FOR NAVAJO COUNTY MISTAKENLY DEPOSITED INTO AC.	01/22/2013	01/24/2013	73,927.00
1871 - NAVAJO SANITATION INC	2857	ACCT 2857	01/01/2013	01/24/2013	36.75
1871 - NAVAJO SANITATION INC	43103	ACCT 947	01/01/2013	01/24/2013	141.10
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	110112	ACCT 60002605	01/16/2013	01/24/2013	(361.46)
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60002351JAN13	ACCT 60002351	01/07/2013	01/24/2013	611.15
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60002605JAN13	ACCT 60002605	01/07/2013	01/24/2013	469.65
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60002605NOV12	ACCT 60002605	11/01/2012	01/24/2013	229.52
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60009234JAN13	ACCT 60009234	01/14/2013	01/24/2013	97.95
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60022865JAN13	ACCT 60022865	01/07/2013	01/24/2013	735.93
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60025920JAN13	ACCT 60025920	01/14/2013	01/24/2013	408.11
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60028575JAN13	ACCT 60028575	01/08/2013	01/24/2013	16.85
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60037462JAN13	ACCT 60037462	01/14/2013	01/24/2013	16.87
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60054023JAN13	ACCT 60054023	01/07/2013	01/24/2013	69.16
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60192005JAN13	ACCT 60192005	01/09/2013	01/24/2013	1,289.63
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60234604JAN13	ACCT 60234604	01/09/2013	01/24/2013	1,193.52
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60279310JAN13	ACCT60279310	01/08/2013	01/24/2013	16.85
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60294405JAN13	ACCT 60294405	01/14/2013	01/24/2013	1,009.21
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60299545JAN13	ACCT 60299545	01/07/2013	01/24/2013	931.53
1776 - NAVAJO WESTERNERS	1393	Blanket PO for December 2012	12/12/2012	01/24/2013	22.87
1776 - NAVAJO WESTERNERS	1405	Blanket PO for December 2012	12/13/2012	01/24/2013	22.86
1776 - NAVAJO WESTERNERS	1465	Blanket PO for December 2012	12/27/2012	01/24/2013	8.28
1776 - NAVAJO WESTERNERS	1475	Blanket PO for December 2012	12/31/2012	01/24/2013	2.07
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2177905JAN13	ACCT 2177905	01/10/2013	01/24/2013	315.61
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2252605JAN13	ACCT 2252605	01/10/2013	01/24/2013	25.80

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Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2260605JAN13	ACCT 2260605	01/10/2013 01/24/2013 34.54
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2278206JAN13	ACCT 2278206	01/10/2013 01/24/2013 244.48
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2285706JAN13	ACCT 2285706	01/10/2013 01/24/2013 209.46
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2286006JAN13	ACCT 2286006	01/10/2013 01/24/2013 144.13
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2507006JAN13	ACCT 2507006	01/05/2013 01/24/2013 472.76
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2832708JAN13	ACCT 2832708	01/03/2013 01/24/2013 27.65
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2887909JAN13	ACCT 2887909	01/03/2013 01/24/2013 251.68
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2959805JAN13	ACCT 2959805	01/03/2013 01/24/2013 807.42
1885 - NAVOPACHE ELECTRIC COOPERATIVE	3379106JAN13	ACCT 3379106	01/10/2013 01/24/2013 20.89
1885 - NAVOPACHE ELECTRIC COOPERATIVE	403605JAN13	ACCT 403605	01/10/2013 01/24/2013 114.95
1885 - NAVOPACHE ELECTRIC COOPERATIVE	425905JAN13	ACCT 425905	01/10/2013 01/24/2013 44.67
1885 - NAVOPACHE ELECTRIC COOPERATIVE	7032700JAN13	ACCT 7032700	01/03/2013 01/24/2013 1,290.93
1885 - NAVOPACHE ELECTRIC COOPERATIVE	7098300JAN13	ACCT 7098300	01/10/2013 01/24/2013 1,163.07
1402 - NORCHEM DRUG TESTING LABORATORY	2012123110	ACCT 10	01/02/2013 01/24/2013 1,185.05
1629 - OFFICE DEPOT	636824525001	Supplies	12/13/2012 01/24/2013 53.76
1629 - OFFICE DEPOT	636824632001	Supplies	12/17/2012 01/24/2013 1.96
1629 - OFFICE DEPOT	637912309001	ACCT 89515665	12/21/2012 01/24/2013 75.55
1590 - ORTEGA SHAWNA	1072013	PROF SVCS	01/07/2013 01/24/2013 88.00
1091 - PATTERSON DANA BRYCE	23120109	SUPERIOR COURT	01/09/2013 01/24/2013 6,650.00
1299 - PATTERSON DENNIELLE	11713R	LIBRARIES	01/18/2013 01/24/2013 23.70
1497 - PIMA COUNTY MEDICAL	3659	ACCT CC00001018	01/09/2013 01/24/2013 4,400.00
1745 - QUILL CORP	8255650	2013 Calendars/Planners/Organizers	01/02/2013 01/24/2013 78.97
1745 - QUILL CORP	8255706	2013 Calendars/Planners/Organizers	01/02/2013 01/24/2013 164.67
1745 - QUILL CORP	8265156	2013 Calendars/Planners/Organizers	01/02/2013 01/24/2013 332.41
1918 - RDO EQUIPMENT CO	P45349	Parts for Grader 770BH	11/15/2012 01/24/2013 1,442.90
1918 - RDO EQUIPMENT CO	P45914	ACCT 4903006	12/21/2012 01/24/2013 (23.63)
2017 - RELIABLE OFFICE SUPPLIES	DH049400	ACCT 00554247	01/03/2013 01/24/2013 250.99
2017 - RELIABLE OFFICE SUPPLIES	DHZ99700	ACCT 00554247	01/02/2013 01/24/2013 276.21
2478 - ROMERO MARY E	11513R	TRAVEL - STATE MEETING	01/17/2013 01/24/2013 38.71
2700 - ROUND VALLEY UNIFIED SCHOOLS	10713	INSTALL NEW ELECTRICAL CIRCUITS IN NPC COMPUTER LAB	01/07/2013 01/24/2013 5,285.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1800 - RUSH TRUCK CENTER	6318948	Parts for Semi G.589EK	12/26/2012	01/24/2013	379.80
1379 - RYAN DIANA	11613	PROF SVCS	01/16/2013	01/24/2013	325.00
1175 - SAFETY KLEEN	928168496	ACCT 2778645	12/12/2012	01/24/2013	116.71
1175 - SAFETY KLEEN	928293497	Cleaning and Sanitation Supplies	01/01/2013	01/24/2013	356.49
1862 - SATCOM GLOBAL INC	1004567	satellite phone	12/27/2012	01/24/2013	1,672.88
1862 - SATCOM GLOBAL INC	AI01130044	ACCT 110082	01/07/2013	01/24/2013	146.77
1223 - SENTRY FIRE AND WELDING SUPPLY INC	168412	ACCT ST JOHNS RD YD	12/10/2012	01/24/2013	62.67
1223 - SENTRY FIRE AND WELDING SUPPLY INC	168592	ST JOHNS RD YD	12/24/2012	01/24/2013	169.35
1205 - SIERRA PROPANE	290292	Butane	11/26/2012	01/24/2013	216.91
1205 - SIERRA PROPANE	290293	Butane	11/26/2012	01/24/2013	130.35
1205 - SIERRA PROPANE	290432	ACCT 120 ACR 6007	11/29/2012	01/24/2013	400.30
1205 - SIERRA PROPANE	290663	Butane	12/10/2012	01/24/2013	170.14
1205 - SIERRA PROPANE	290671	Butane	12/10/2012	01/24/2013	128.33
1205 - SIERRA PROPANE	290740	Butane	12/17/2012	01/24/2013	164.77
1205 - SIERRA PROPANE	290741	Butane	12/17/2012	01/24/2013	161.44
1205 - SIERRA PROPANE	88275	Butane	12/15/2012	01/24/2013	12.85
1319 - SINE-SHIELDS KELI ANN	8230638	HEALTH DEPT	12/24/2012	01/24/2013	327.49
1593 - SMALLEY DEBRA STUART	11413	HEALTH DEPT	01/14/2013	01/24/2013	650.00
1700 - SPARKLETTS WATER	12132115010113	ACCT 522688512132115	01/01/2013	01/24/2013	37.32
1567 - ST JOHNS UNIFIED SCHOOL DIST	1204	MEALS FOR P& Z MEETING	10/04/2012	01/24/2013	127.50
1567 - ST JOHNS UNIFIED SCHOOL DIST	1209	MEALS FOR P& Z MEETING	12/06/2012	01/24/2013	127.50
1567 - ST JOHNS UNIFIED SCHOOL DIST	1210	MEALS FOR P&Z MEETING	01/03/2013	01/24/2013	127.50
1567 - ST JOHNS UNIFIED SCHOOL DIST	DEC12	JUVENILE CENTER	01/07/2013	01/24/2013	497.32
1567 - ST JOHNS UNIFIED SCHOOL DIST	NOV12	JUVENILE CENTER	01/07/2013	01/24/2013	596.48
1932 - ST JOHNS UNITED DRUG	15635	JUV DETENTION	12/15/2012	01/24/2013	16.00
2024 - SUMMIT HEALTHCARE ASSOCIATION INC	SKY2084	HEALTH DEPT	12/11/2012	01/24/2013	258.45
1868 - TABLE TOP TELEPHONE COMPANY INC	6882327JAN13	ACCT 24057	01/15/2013	01/24/2013	298.30
1868 - TABLE TOP TELEPHONE COMPANY INC	6882954JAN13	ACCT 24456	01/15/2013	01/24/2013	388.63
1269 - TESCO INC	927619	ACCT 2841387	01/10/2013	01/24/2013	46.20
1269 - TESCO INC	927620	ACCT 2841387	01/10/2013	01/24/2013	54.09
1227 - THE PRINT PLACE	32672	ACSO	12/20/2012	01/24/2013	29.90
1215 - TJP COMMUNICATIONS	13009	ACSO	01/11/2013	01/24/2013	300.00
1565 - TOWN OF SPRINGERVILLE	60644001JAN13	ACCT 6.06440.01	01/02/2013	01/24/2013	48.57
1505 - TOWN SQUARE PLAZA LLC	LEASE2013	Buildings Rental	01/01/2013	01/24/2013	1,200.00
1572 - TSO CHRISTIANE	12813A	TRAVEL - ALBUQUERQUE, NM	01/23/2013	01/24/2013	364.00
1833 - UNIVERSAL FLEET CARD	JAILJAN13	ACCT TV377	01/20/2013	01/24/2013	686.05
1781 - VALLEY AUTO PARTS	49887	ACCT 1046	12/05/2012	01/24/2013	108.44
1781 - VALLEY AUTO PARTS	50280	ACCT 1054	12/12/2012	01/24/2013	97.98

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1781 - VALLEY AUTO PARTS	50282	ACCT 1054	12/12/2012 01/24/2013 62.17
1781 - VALLEY AUTO PARTS	50489	ACCT 1054	12/18/2012 01/24/2013 53.40
1781 - VALLEY AUTO PARTS	50566	ACCT 1046	12/19/2012 01/24/2013 16.45
1781 - VALLEY AUTO PARTS	51201	ACCT 1054	01/03/2013 01/24/2013 69.70
1845 - VERIZON WIRELESS	1146575483DEC12	928-245-0777	12/15/2012 01/24/2013 48.11
1845 - VERIZON WIRELESS	1150779469DEC12	928-245-0020	12/28/2012 01/24/2013 965.38
1845 - VERIZON WIRELESS	1152743930JAN13	928-245-0060	01/06/2013 01/24/2013 679.96
1264 - WAGNER EQUIPMENT CO	P11C0296455	Blanket PO for December 2012	12/11/2012 01/24/2013 855.15
1796 - WASTE MANAGEMENT OF AZ INC	812837705837	583003595705835	02/01/2013 01/24/2013 64.53
2670 - WELLER BARRY GLEN	11413R	TRAVEL - PHX	01/17/2013 01/24/2013 237.04
1608 - WENGERT DELWIN	11013	MEALS-DISCUSS TRANS ISSUES	01/13/2013 01/24/2013 40.69
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600452	PROBATION	01/03/2013 01/24/2013 14.00
1413 - WHITE MOUNTAIN RADIOLOGY	1478298	HEALTH DEPT	11/16/2012 01/24/2013 42.99
1413 - WHITE MOUNTAIN RADIOLOGY	1485726	HEALTH DEPT	12/21/2012 01/24/2013 34.53
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916229	ACSO	12/30/2012 01/24/2013 18.46
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	916229A	ACSO	12/30/2012 01/24/2013 18.46
1582 - WHITING MICHAEL B	1142013	MEALS-ACYC	01/14/2013 01/24/2013 38.11
1582 - WHITING MICHAEL B	1152013	MEALS- ACAO	01/15/2013 01/24/2013 49.25
1582 - WHITING MICHAEL B	1172013	MEALS-VICTIM COMP MEETING	01/17/2013 01/24/2013 29.34
1325 - WILLIAMS EVELYN D	11613R	ALPINE PUBLIC LIBRARY	01/18/2013 01/24/2013 29.98
1202 - WOODLAND BUILDING CENTER	A300208055	Building and Ground Supplies	12/10/2012 01/24/2013 32.30
1202 - WOODLAND BUILDING CENTER	A300208131	Building and Grounds Supplies	12/12/2012 01/24/2013 (106.74)
1202 - WOODLAND BUILDING CENTER	A300208294	Building and Ground Supplies	12/17/2012 01/24/2013 35.94
1202 - WOODLAND BUILDING CENTER	A400177322	Building and Ground Supplies	12/03/2012 01/24/2013 65.80
1586 - XEROX CORP	65262678	Service Agreement for Fort Defiance Office	12/01/2012 01/24/2013 30.82
1360 - YORK TOWING	4547	PROBATION	10/03/2012 01/24/2013 53.36

Total Selected Invoices: 352

\$581,085.43

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department Bank Account Check Date Starting Check Number

1400 Finance Wells Fargo 01/29/2013 1004738

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	1052 - ADHS AZ HEALTH CARE COST	FEB13	AHCCCS PREMIUM	01/29/2013	01/28/2013	22,400.00
	2647 - AZ DEPARTMENT OF ENVIRONMENTAL QUALITY	ANNUALFEE2013	ENGINEERING	01/23/2013	01/28/2013	500.00
	2728 - EASTERN ARIZONA COUNTIES ORGANIZATION EAC	F120587	AGREEMENT-AC AND AZ STATE FORESTRY	01/28/2013	01/28/2013	15,000.00
	1618 - HERRERA ROSCOE GEORGE	13013A	FOLLOW UP HOMICIDE CASE	01/28/2013	01/28/2013	50.00
	1634 - JARAMILLO LORI	12913A	COPE DETENTION SUBCOMMITTEE	01/25/2013	01/28/2013	198.99
	1634 - JARAMILLO LORI	13013A	ICIVICS TRAINING	01/25/2013	01/28/2013	59.00
	1006 - MCCARTHY CHRIS	13013A	TRAVEL - PHX	01/28/2013	01/28/2013	112.10
	1616 - NOTAH ANTONY C	13013A	FOLLOW UP HOMICIDE CASE	01/28/2013	01/28/2013	181.68
Total Selected Invoices: 8						\$38,501.77

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

District I – Per Joe Shirley Via Delwin Wengert

Date/Signature: _____

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

Request approval to ratify the storm assistance to the senior centers in District I at a not to exceed cost of \$5,000.

_____ BOS Meeting Date Requested 2/5/13

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 RESOURCES

Date: 02/05/13 **Signature:** _____

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

Request authorization to hire a temporary 32 hour Clerk for a period of 60 days at a salary of \$8.20 per hour.

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: _____

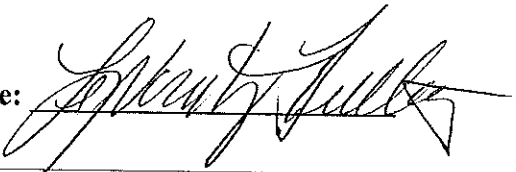
Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 1/14/13

Signature: 

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

Request authorization to: Hire a temporary part time Administrative Assistant I utilizing the Recorder's Surcharge not to exceed 120 days

Date & Time Needed: BOS meeting on 02/5/13

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

Legal Review: _____

Signature: _____

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 1/14/13

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: Hire a temporary Administrative Assistant II not to exceed 120 days

Date & Time Needed: BOS meeting on 02/5/13

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

Legal Review: _____

Signature: _____

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

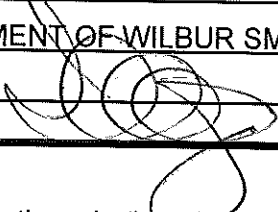
Submitter's Name: DISTRICT II – SUPERVISOR TOM M. WHITE, JR.

Date/Signature: 01/14/2013

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

REQUEST AUTHORIZATION TO HIRE A TEMPORARY ADMINISTRATIVE COORDINATOR AND
TEMPORARY ADMINISTRATIVE ASSISTANT I BOTH FOR 60 DAYS. ALSO EXTEND TEMPORARY
EMPLOYMENT OF WILBUR SMITH AN ADDITIONAL 90 DAYS.

BOS Meeting Date Requested 02/05/2013



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 Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature:  1/15/13

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

Juvenile Detention is requesting authorization to remove Claire Hayes from probationary status effective, November 14, 2012 with a 2.5% increase.

Date & Time Needed:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County, Probation Services

Date/Signature:

1/28/13 Charles B. [Signature]

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

Probation Services requests authorization to release Pamela Tenney from probationary status effective 1/02/13 with the standard 2.5% increase.

Date & Time Needed:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the 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:

- Consider and possibly approve a conditional use permit for Sharon Hudson to place a 2nd residence on Red Sky Ranch, Phase II, Lot #89. Property is located north of St. Johns, AZ. 205-79-089

Date and/or Time Needed: 2/5/2013

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: _____

APACHE COUNTY, ARIZONA CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: Sharon Hudson

Address: 39506 N Daisy Mt. Dr. #122, Anthem, AZ 85086

Telephone: 928-339-4285

- Description of "Conditional Use(s)" allow Sharon Hudson to place a 2nd residence on Red Sky Ranch, Phase II, Lot #89. Property is located north of St. Johns, AZ. 205-79-089

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

Assessor's Parcel Number: 205-79-089

Legal description or location of applicable property: **Sec 15 T17N R 28E**

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: 1/3/2013

Commission Action: Approved with condition

Comments: The property cannot be used as a rental property.

Date: _____

Planning & Zoning Commission Signature: _____

Board of Supervisors Action: _____

Date: _____

County Supervisor

Date: _____

ATTEST: _____
County Clerk

Date: _____



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Sharon Hudson
Mailing Address 39506 N Daisy Mt. Dr. #122
Anthem, AZ 85086
Contact Person Mary - Three Peaks M H Serv
Phone 928-526-6252 Fax 928-526-3831
Email 3peaks@qwestoffice.net

SUBMITTAL CHECKLIST

Pre-application meeting with a staff planner in the Planning and Zoning Division.

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. *(See the attached guidelines)*

Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property. Seventeen copies of all plans and drawings.

Map to property.

A non-refundable filing fee.

All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

PROPERTY INFORMATION

Assessor's Parcel # 205-79-089
Township _____ Range _____ Section _____
Subdivision Red Sky Ranches, Phase II
Unit # _____ Lot # 89
Address/Location Lot 89 Big Sky Ranches
St Johns, AZ

Existing Zoning _____
Existing Land Use _____
Lot Size 84 acre parcel

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
Installation of 2013 Champion Manufactured

Home on property

Temporary Use: Yes No

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development 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

M. Long Date 11/29/12

Signature of Property Owner (if not the applicant)

_____ Date _____

OFFICE USE ONLY

Received By _____ Date _____
Receipt # _____ Fee _____
Permit # _____
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

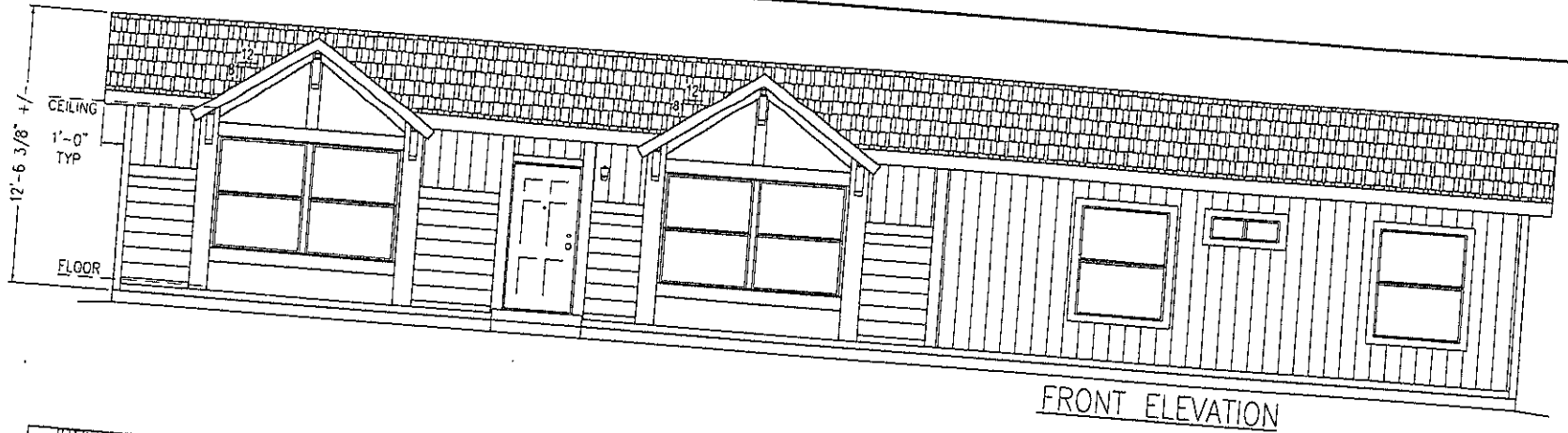
COMMISSION ACTION

Approved with Conditions (*see attachments*) Denied
Resolution # _____ Date _____

BOARD ACTION

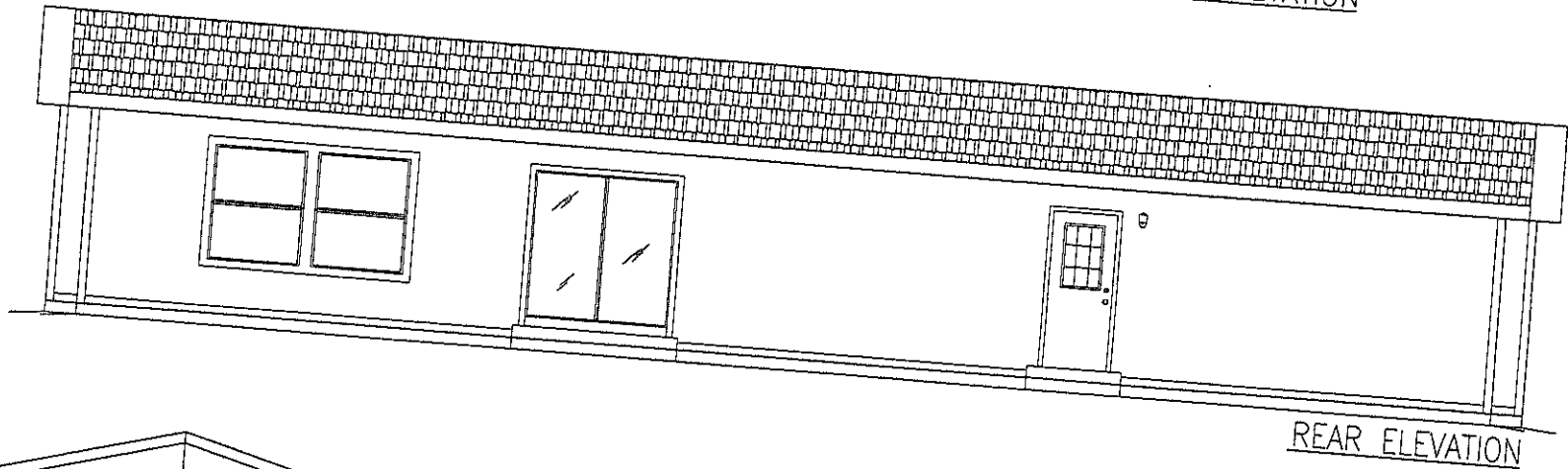
Approved with Conditions (*see attachments*) Denied
Ordinance # _____ Date _____

FRONT ELEVATION



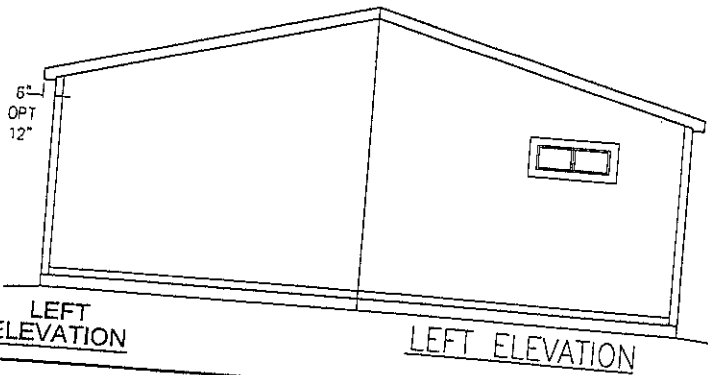
FRONT ELEVATION

REAR ELEVATION



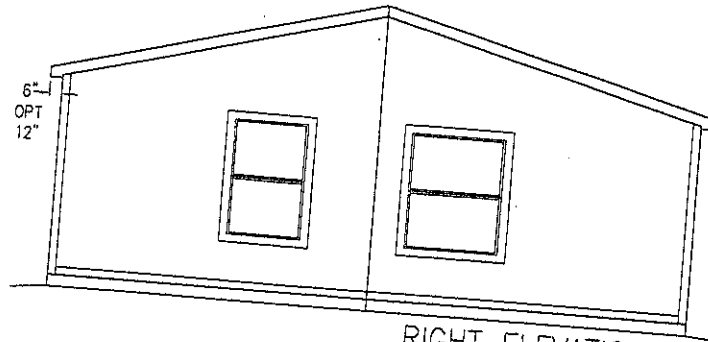
REAR ELEVATION

LEFT ELEVATION



LEFT ELEVATION

RIGHT ELEVATION



NOTES:

1. ROOFING = COMPOSITION ASPHALT SHINGLES (OPT'S AVAIL. CEMENT TILE, RIGID RIBBED METAL)
2. SIDING = 5/16" HARDI PANEL (OPT'S AVAIL: HARDI LAP, LOG, STUCCO)
3. TRIM = HARDI TRIM (OPT'S AVAIL: 1" HARDI TRIM, LUMBER, STUCCOED FOAM), ACCENT MAY VARY FROM THAT SHOWN
4. ROOF OPTIONS: DORMERS (PRISMATIC, TOWER, DECORATIVE ONLY)
5. PLAN OPTIONS: BAYS, CUT CORNERS
6. ATTIC VENTILATION PER AD2.11.2

RIGHT ELEVATION

CHAMPION 

6420 WEST ALLISON AVE. CHANDLER, AZ 85226

APPROVER'S SEAL

MODIFICATIONS

PROPRIETARY AND CONFIDENTIAL
 THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL
 PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION.
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MODEL: 157-A000656
 AF-2863A

TITLE: ELEVATION PLAN

DRAWN BY: STAFF

DATE: 03-27-12

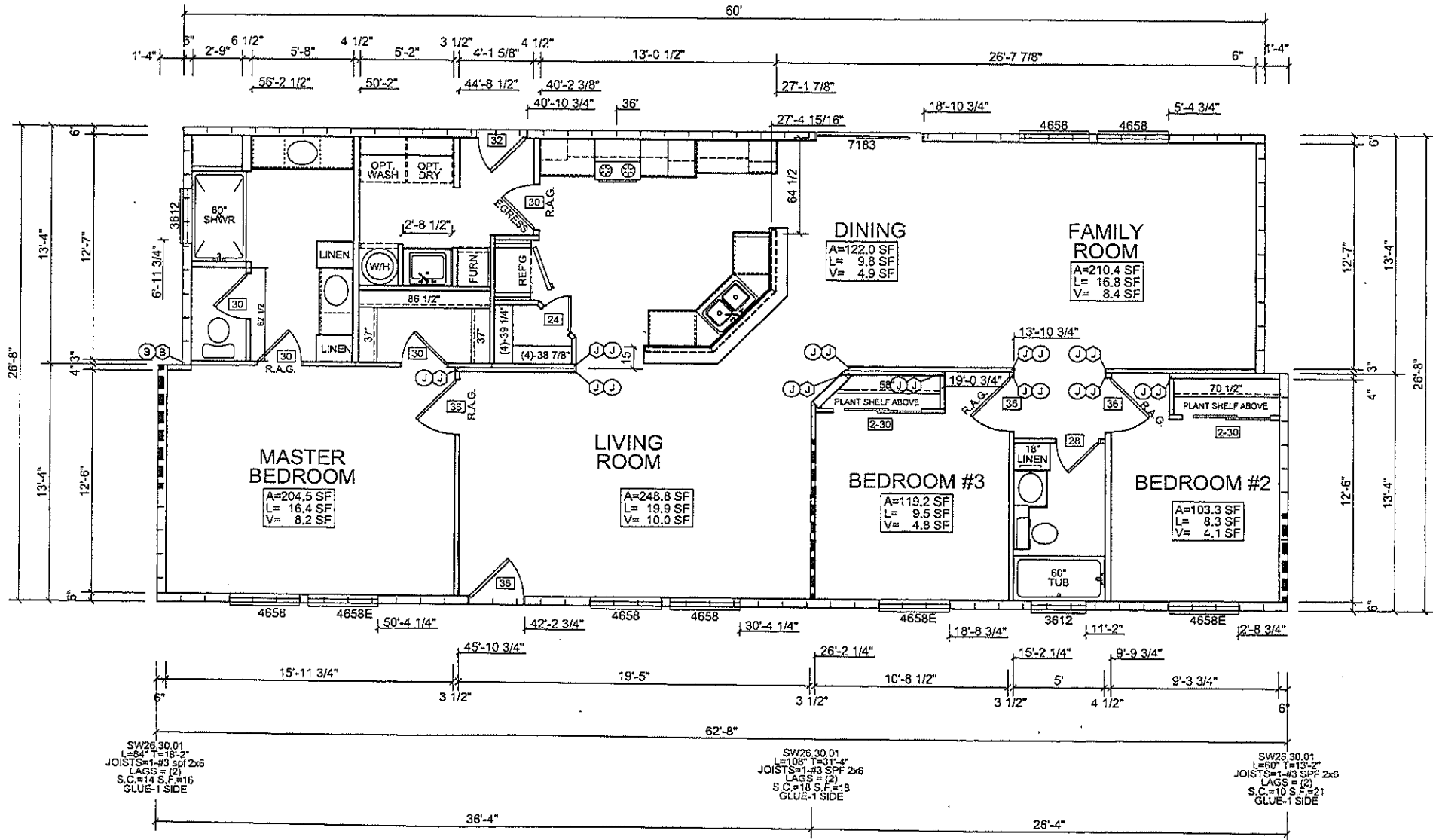
SCALE: 3/32" = 1'-0"

SHEET:

EV-101

▽ SIDEWALL HEIGHT - 95' MAX.
 ▽ WIND ZONE - 1
 ▽ RETURN AIR GRILLE REQ'D

BEAM SUPPORT - ◻ 30 PSF OR ○ 40 PSF PER
 REFER TO SECTION "RF" IN DAPIA MANUAL



APPROVER'S SEAL

MODIFICATIONS



MODEL: 157-A000656	SHEET: FP-101
AF-2863A	
TITLE: FLOOR PLAN	
DRAWN BY: Vinny	DATE: 6/12/12

6420 WEST ALLISON AVE. CHANDLER, AZ 85226

PROPRIETARY AND CONFIDENTIAL
 THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL
 PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION.


Hotmail Sharon Hudson

Microsoft Excel Web App

KATHERINE Long Sign out  ? 

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F

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I

1 Nielsen Well Drill

2 P.O. Box 2819

3 St. Johns Arizona 85936-2819

4 Ph: 928-337-4553 Fx: 928-337-2419

5

6

7 1-Aug-12

8

9

10 Sharon:

11

12 We visited and tested the well and pressure system at the property at Red Sky.

13 Although it is archaic, it is all still functional.

14

15 Amperage = good

16 GPM = good

17

18 According to our records the system was installed 10 years back.

19

20 We would be happy to submit a quote when the time comes for a state of the art

Sheet1

Sheet2

Sheet3

Hotmail Sharon Hudson

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KATHERINE Long Sign out ? X

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Sheet1

Sheet2

Sheet3

ENGINEERING REVIEW SECTION
NOTICE OF TRANSFER OF OWNERSHIP
 FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

1 Property Information (All fields are required)			
Address	Lot 89 Red Sky Ranch	County	Apache
		Tax Parcel No.	20579084
City	Zip	<input checked="" type="checkbox"/> Residential property, or <input type="checkbox"/> Non-residential property	
2 Transferor/Seller/Former Owner of Property (All fields are required)			
Name	Gerald & Bonnie Weiner		
Mailing Address	1341 Mamar St		
City	Chandler	State	AZ
Phone No.		Fax	
3 Transferee /Buyer/New Owner of Property (All fields are required)			
Name	Sharon Hudson		
Mailing Address	39506 N Daisy Mtn Dr #122		
City	Anthem	State	AZ
Phone No.		Fax	
<input type="checkbox"/> Transferee/Buyer must check this box if the On-site Wastewater Treatment Facility is Exempted From Inspection An inspection is not required if both of the following conditions apply (Buyer shall check applicable boxes to affirm that these conditions are met, provide the file number and authorization date, then skip directly to Item 8 before submitting this form):			
<input type="checkbox"/> A Discharge Authorization was issued by ADEQ or its delegated county agency to operate the facility. Discharge Authorization File No.: _____ Discharge Authorization Date: _____			
<input type="checkbox"/> The facility has never been put into service before this property transfer.			
4 Inspector Information (All fields are required)			
Inspector Name	Brandon Crosby	NAWT Inspector No.	106357.IC
Company Name	BC Septic		
Address	Box 2375 St Johns AZ 85936		
Phone No.	907 245 1007	Fax	
5 Date of Facility Construction (Copy from either Item 7A or 7B of the REPORT OF INSPECTION form)			
<input checked="" type="checkbox"/> Before January 1, 2001, or <input type="checkbox"/> On or after January 1, 2001 as authorized by ADEQ or its delegated county agency			
			Date Stamp
Check # and Amount			
Date Entered into OWN			
Clerk Initials			

6 Facility Type (Refer to Item 7 of the REPORT OF INSPECTION form)	
<input checked="" type="checkbox"/>	Conventional septic tank/disposal system (very common—any system consisting of a septic tank that disposes effluent to trench, bed, chamber technology, or seepage pit), or
<input type="checkbox"/>	Alternative on-site system (not common—any system using an alternative technology for treatment or disposal)
7 Inspection Information (Copy all required information from the REPORT OF INSPECTION form)	
Date of Inspection (from Item 13 of Report of Inspection form): <u>8/28/12</u>	
Design flow of facility (from Item 6E of Report of Inspection form): <u>450</u> gallons per day	
Please indicate any file number/dates as indicated in Item 5 of Report of Inspection form:	
<input type="checkbox"/>	Discharge Authorization issued on or after January 1, 2001 (Item 5B of Report of Inspection form): <u>no</u> File No. _____ Date issued: _____ or
<input type="checkbox"/>	Approval of Construction or other permitting document issued by ADEQ or a County agency before January 1, 2001 (Item 5C of Report of Inspection form): File No. _____ Date issued: _____
Please indicate the number of septic tanks in use on this property: <u>One</u>	
Was the Septic tank(s) pumped as part of inspection (Item 8A of Report of Inspection form)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If the answer is No above, please indicate why the septic tank(s) were not pumped:	
<input type="checkbox"/>	The septic tank was put into service less than 12 months before inspection, or
<input type="checkbox"/>	Pumping or servicing was not necessary at the time of inspection based on manufacturers written operation and maintenance instructions (applicable only to alternative technologies), or
<input type="checkbox"/>	No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems with little use).
Were repairs made as part of the inspection (Item 12B of Report of Inspection form)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8 Form Submittal and Buyer/Transferee Advisory (All information is required)	
<input type="checkbox"/>	Date of property transfer (closing date): _____
<input type="checkbox"/>	Date of submittal of this Notice of Transfer form: _____
<input type="checkbox"/>	Check this box to confirm the \$50 filing fee is being submitted with this Notice of Transfer form
Please Select who is submitting this Notice of Transfer Form:	
<input type="checkbox"/>	Buyer/Transferee, or
<input type="checkbox"/>	A person submitting this form on behalf of the Buyer/Transferee (Please complete the required information below)
Name of Submitter: _____	
Company: _____	
Address: _____	
Phone Number: _____	
Relationship of submitter: <input type="checkbox"/> Escrow Officer/Title Company, or <input type="checkbox"/> Other (indicate): _____	
9 Certification/Signature (All information is required)	
<input type="checkbox"/>	I, as the Buyer/Transferee, certify that I have received a Report of Inspection from the Seller/Transferor or their representative, and that I have accurately completed this Notice of Transfer form to the best of my knowledge, or
<input type="checkbox"/>	I, as a person submitting this form on behalf of the Buyer/Transferee, certify that the information provided in this Notice of Transfer form is complete and accurate to the best of my knowledge.
Signature: _____ Date: _____	



REPORT OF INSPECTION OF AN ON-SITE WASTEWATER TREATMENT FACILITY

1 PROPERTY INFORMATION (All fields are required)

Address Red Sky Ranch Lot 89 County Apache
 Tax Parcel No. 20579089
 City _____ Zip _____ Residential property Non-residential property

2 CURRENT OWNER INFORMATION (All fields are required)

Name Gerald + Bonnie Deines
 Mailing Address 1841 Manor St
 City Chandler State AZ Zip 85224

3 INSPECTOR INFORMATION (All fields are required)

Inspector Name Brenda Crosby NAWT Inspector No. 106357 ZC
 Company Name BC Septic
 Address Box 2375
St Johns AZ 85938
 Phone No. _____ Fax _____ Email _____

4 INSPECTOR QUALIFICATIONS (Inspectors must fill out Section A, and check at least one box in Section B)

A. Coursework requirement		
Name of ADEQ-approved Course: <u>NAWT</u>		
City where Course was taken: <u>Tucson</u>		Date Completed: <u>2011</u>
B. License/Registration (check at least one box)		
<input checked="" type="checkbox"/> Owner of a vehicle with a Human Excreta Collection and Transportation License (a Septage Hauler license), issued pursuant to A.A.C. R18-13-1103. Check one: <input checked="" type="checkbox"/> Owner of license; <input type="checkbox"/> Employee of licensed owner	AZ 1447	
<input type="checkbox"/> Wastewater Treatment Plant Operator licensed pursuant to A.A.C. R18-5-101 through 116 (indicate type): <input type="checkbox"/> Grade 1; <input type="checkbox"/> Grade 2; <input type="checkbox"/> Grade 3; <input type="checkbox"/> Grade 4		
<input type="checkbox"/> Arizona Registered Sanitarian		
<input type="checkbox"/> Arizona Professional Engineer		
<input checked="" type="checkbox"/> Licensed Contractor (indicate type): <input type="checkbox"/> Residential B-4 or C-41; <input type="checkbox"/> Commercial A, A-12, or L-41; or <input type="checkbox"/> Dual KA or K-41		
<input type="checkbox"/> A person qualifying under another category designated by the Department (describe)		

5 DOCUMENTS CONSULTED (Answer as applicable)

- Were facility permit, construction and/or operational records available? No Yes (indicate below)
- A) Yes No Discharge Authorization (or Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(2)(c). If yes, indicate agency File No. _____ and date issued _____
- B) Yes No Approval of Construction issued by ADEQ or its delegated County agency before January 1, 2001. If yes, indicate agency File No. _____ and date issued _____
- C) Yes No Site plan, plot plan, "as-built" drawings, or similar documents (describe): _____
- D) Yes No Documents relating to operation and maintenance (alternative systems)
- E) Yes No Other (describe): _____

20579 089

8/28/12

6 SITE AND USAGE INFORMATION (All fields are required)

A) Domestic Water Source:

- Municipal System
- Private Water Company
- Shared Private Well
- Individual Private Well
- Hauled Water
- No Water

B) Approximate Property Size:

40

- Square Feet
- Acres

C) Use of Property:

- Dwelling or Other Residential
- Other (describe):

D) Occupancy/Use:

- Full Time
- Seasonal/Part time: About % of year
- Intermittent
- Vacant
- Unknown

If dwelling, number of bedrooms: 1 2 3 4 5 6 or more.

Number of on-site systems in use on this property?

- One (most common) Note: If more than one on-site system is in use on this property, a
- More than one (indicate number): Report of Inspection form should be completed for each system.

E) Estimated Design Flow: 450 gallons per day

Basis for design flow (check either 1 or 2):

- 1) Designated in permitting documents issued on or after January 1, 2001
- 2) Calculated or estimated based on (check one):
 - For a dwelling, number of bedrooms times 150 gallons per day per bedroom
 - For a dwelling, fixture count as tabulated in A.A.C. R18-9-A314(4)(a)(i)
 - If not a dwelling, summation of unit flows from Table 1, Unit Design Flows (AAC. R18-9-E323)
 - Other (describe):

F) Evaluation of actual flow versus the design flow indicated in E:

- Actual flow does not appear to exceed design flow
- Actual flow may exceed design flow due to:
 - Number of occupants (high occupancy)
 - Bedroom count (actual number of bedrooms appears greater than number upon which original design may have been based)
 - Fixture count
 - Water meter/usage records
 - Other (describe):
- Unknown or could not be determined

G) Strength of sewage received by on-site wastewater treatment facility:

- Appears representative of typical residential sewage strength
 - Includes waste from kitchen garbage disposal?
 - Yes No Unknown or could not be determined.
- Appears to exceed strength of typical residential sewage because
- Appears to be weaker than typical residential sewage because
- Unknown or could not be determined

7 GENERAL TREATMENT AND DISPOSAL WORKS INFORMATION (Complete either Section A or Section B)

The system consists of the following treatment and disposal technologies (check either column A or column B, and all applicable boxes in the selected column that describe the overall system).

SECTION A	SECTION B
<p><input checked="" type="checkbox"/> A) System constructed or authorized for Construction BEFORE January 1, 2001</p> <p><input checked="" type="checkbox"/> Conventional Septic Tank System</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Septic Tank <input checked="" type="checkbox"/> Disposal Trench <input type="checkbox"/> Disposal Bed <input type="checkbox"/> Disposal by Chamber Technology <input type="checkbox"/> Disposal by Seepage Pit <input type="checkbox"/> Other: <p>Alternative Systems (check all that apply)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Composting Toilet System <input type="checkbox"/> Pressure Distribution System <input type="checkbox"/> Gravelless Trench <input type="checkbox"/> Natural Seal Evapotranspiration Bed <input type="checkbox"/> Lined Evapotranspiration Bed <input type="checkbox"/> Wisconsin Mound <input type="checkbox"/> Engineered Pad System <input type="checkbox"/> Intermittent Sand Filter <input type="checkbox"/> Peat Filter <input type="checkbox"/> Textile Filter <input type="checkbox"/> Denitrifying System Using Separated Wastewater Streams (e.g., RUCK®) <input type="checkbox"/> Sewage Vault <input type="checkbox"/> Aerobic System <input type="checkbox"/> Nitrate-Reactive Media Filter <input type="checkbox"/> Cap System <input type="checkbox"/> Constructed Wetland <input type="checkbox"/> Sand-Lined Trench <input type="checkbox"/> Disinfection Devices <input type="checkbox"/> Surface Disposal <input type="checkbox"/> Subsurface Drip Irrigation Disposal <input type="checkbox"/> Design flow is 3,000 gpd or more <input type="checkbox"/> Other _____ <p>Date of Construction: _____ Based on:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Permitting documentation <input type="checkbox"/> Other documentation <input type="checkbox"/> Estimated <input checked="" type="checkbox"/> Unknown Construction Date 	<p><input type="checkbox"/> B) System authorized for construction ON OR AFTER January 1, 2001</p> <p><input type="checkbox"/> GP 4.02 Conventional Septic Tank/ Disposal System</p> <ul style="list-style-type: none"> <input type="checkbox"/> Septic Tank <input type="checkbox"/> Disposal Trench <input type="checkbox"/> Disposal Bed <input type="checkbox"/> Disposal by Chamber Technology <input type="checkbox"/> Disposal by Seepage Pit <p>Alternative Systems (check all that apply)</p> <ul style="list-style-type: none"> <input type="checkbox"/> GP 4.03 Composting Toilet System <input type="checkbox"/> GP 4.04 Pressure Distribution System <input type="checkbox"/> GP 4.05 Gravelless Trench <input type="checkbox"/> GP 4.06 Natural Seal Evapotranspiration Bed <input type="checkbox"/> GP 4.07 Lined Evapotranspiration Bed <input type="checkbox"/> GP 4.08 Wisconsin Mound <input type="checkbox"/> GP 4.09 Engineered Pad System <input type="checkbox"/> GP 4.10 Intermittent Sand Filter <input type="checkbox"/> GP 4.11 Peat Filter <input type="checkbox"/> GP 4.12 Textile Filter <input type="checkbox"/> GP 4.13 Denitrifying System Using Separated Wastewater Streams <input type="checkbox"/> GP 4.14 Sewage Vault <input type="checkbox"/> GP 4.15 Aerobic System <input type="checkbox"/> GP 4.16 Nitrate-Reactive Media Filter <input type="checkbox"/> GP 4.17 Cap System <input type="checkbox"/> GP 4.18 Constructed Wetland <input type="checkbox"/> GP 4.19 Sand-Lined Trench <input type="checkbox"/> GP 4.20 Disinfection Device <input type="checkbox"/> GP 4.21 Surface Disposal <input type="checkbox"/> GP 4.22 Subsurface Drip Irrigation Disposal <input type="checkbox"/> GP 4.23 Design flow from 3,000 to less than 24,000 Gallons Per Day (4.23 GP) <p>Date of Discharge Authorization for system (or Verification if issued from 1/1/2001 through 12/11/2005): _____</p>

- C) Date of last inspection and/or pumping of septic tank: _____ / _____ / _____ Unknown
- D) Repairs or alterations to the facility since original installation? Yes No Unknown
- E) Is facility currently being serviced under a maintenance contract? Yes No Unknown

8 SEPTIC TANK INSPECTION AND PUMPING INFORMATION (for Conventional Septic Systems or Alternative Systems that use a Septic Tank)

A) Was the septic tank pumped as part of this inspection? Yes No
If No, septic tank was not pumped because:

- The septic tank was put into service less than 12 months before inspection
- Pumping or servicing was not necessary at the time of inspection based on manufacturer's written operation and maintenance instructions (applicable only to alternative technologies).
- No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems with little use).

Additional Information: _____

B) Septic tank material: Pre-cast concrete Fiberglass Plastic Other: _____
 Could not be determined

C) Liquid level in septic tank before pumping:
 Normal Below normal Above normal Could not be determined

D) Access openings in septic tank: One Two Three None Other (describe) _____

E) Number of compartments in septic tank: One Two Other (describe) _____

F) Depth of soil cover over tank access port or riser: 6-14 inches or _____ feet

G) Septic tank risers: Present Not present

H) Capacity of septic tank: 1000 gallons

Based on:

- Measurements/dimensions of tank Volume Pumped Estimate
- Capacity could not be determined

I) Scum/Sludge (measured before pumping):

- i) Tank depth (air-liquid interface to bottom of tank): 4 ft 0 inches
- ii) Primary (upstream) chamber: Scum depth 3 inches, Sludge depth 10 inches
- iii) Secondary (downstream) chamber: Scum depth 0 inches, Sludge depth 4 inches

J) Baffle or sanitary "T" material: Pre-cast concrete Fiberglass Plastic Clay
 Other: _____

K) Condition of baffles and sanitary "Ts":

- i) Inlet baffle or "T": Functional Not functional Not present Not determined
- ii) Outlet baffle or "T": Functional Not functional Not present Not determined
- iii) Interior baffle: Functional Not functional Not present Not determined

L) Is there evidence of leakage into septic tank (infiltration)? Yes No Could not be determined

M) Is there evidence of leakage out of the septic tank (exfiltration)? Yes No Could not be determined

N) Is there evidence of: Root invasion Cracks in tank Damaged lids or risers
 Other (describe): no

O) Is a sewer line cleanout present between building drain and septic tank? Yes No
 Not determined

P) Effluent filter: Present Not present Could not be determined Filter serviced.

Q) Repairs or other maintenance done to septic tank as part of this inspection? No Yes
(describe at Item 12B)

9 DISPOSAL WORKS INSPECTION (All fields are required)

A) Disposal is by:

- Trench
- Bed
- Chamber Technology
- Seepage Pit
- No. of pits _____ Unknown
- Alternative disposal works technology (provide further details in Item 10E)
- Unknown or could not be determined

B) Is there evidence of disposal works malfunction? No Yes (check all applicable conditions observed):

- Wet areas
- Unusual green/lush vegetation
- Sewage smell
- Liquid discharges on surface
- Discharge pipes of unknown origin
- Impaired hydraulic capacity (backups)
- Erosion encroachment, eroded/damaged containment berm or drainage control feature
- Other (describe): _____

C) Any structural or drainage problems?: No Yes (check all applicable conditions observed):

- Localized surface settling
- Apparent root invasion
- Animal damage
- Other (describe): _____

D) Diversion valve or distribution box present? No Not determined Yes

If yes: Type of component: _____

Opened for inspection? Yes No

Operational status? Functioning properly Not functioning properly

Could not be determined (describe): _____

E) Are inspection ports present in disposal works? No Yes Not determined

i) If yes, number of functional ports: 1

ii) If yes, indicate depth (in inches) from top of each port to:

	Port 1	Port 2	Port 3	Port 4
Bottom of Port	66"			
Wastewater (liquid) surface				

F) Is a reserve disposal area available? Yes No Unknown or could not be determined

G) Repairs or other maintenance done to disposal works as part of this inspection? No Yes
(describe in Item 12B)

If yes, were tank(s) or vessel(s) pumped as part of this inspection?

- Yes
- No, because the tank or vessel was put into service less than 12 months before inspection.
- No, because pumping or servicing was not necessary at the time of inspection based on manufacturer's written operation and maintenance instructions.
- No, because no accumulation of floating or settled waste was present in tank(s) or vessel(s).

B) Is there a pump or pumps? No Yes (number) _____ Not determined

C) Are there system controls (switches, alarms, fluid level controls, etc.)? No Yes Not determined

i) If yes, system settings were:

- Checked Not checked Adjusted (describe): _____

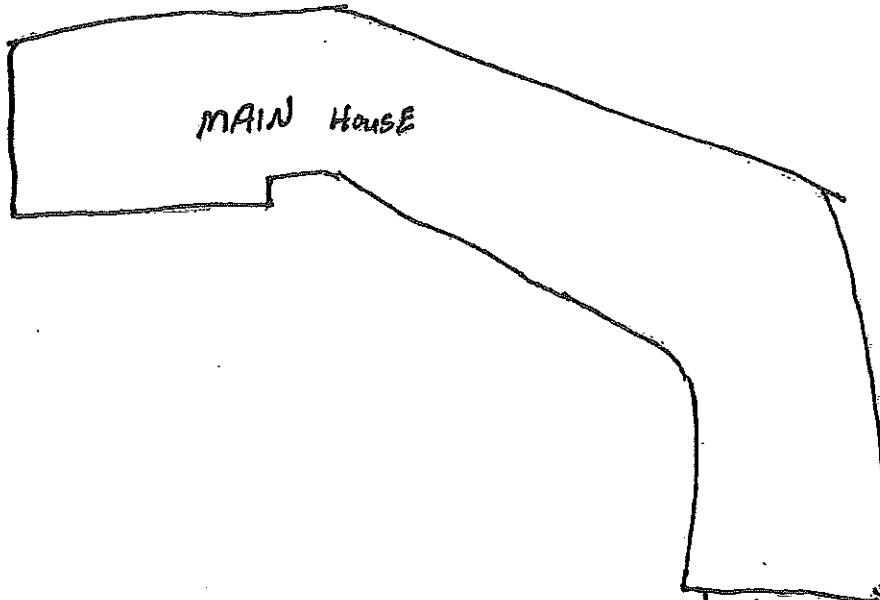
D) Are there other mechanical components or appurtenances? Yes No Not determined

i) If yes, describe mechanical components and appurtenances: _____

E) Are there any disposal works components other than trench, bed, chamber technology, or seepage pit?

- No Not determined Yes (describe): _____

F) Describe any tests conducted, maintenance performed (other than pumping or adjustments of system controls), or



170' WETS



PROPOSED NEW HOME
28' X 62'

OBSERVATION
POIN

100'
TO PROPERTY
LINE



2,326.96

PROPERTY LINE 1210' 26

TOTAL

NOT TO SCALE

Hudson



Sharon Hudson
39506 N Daisy Mt. Dr #122
Anthem, AZ 85086
708-227-3737

Mr. and Mrs. Richard Reaser
11510 E Old Spanish Trail
Tucson, AZ 85730

Dear Mr. and Mrs. Reaser,

My name is Sharon Hudson and I recently purchased Lot 89 in the Red Sky Ranches, Phase 11. I am applying for a Conditional Use Permit for my property so that I may install a new manufactured home, as guest housing.

Please contact me at the number above should you have any questions about my intentions with the property.

Thank you

Sharon Hudson
39506 N Daisy Mt. Dr #122
Anthem, AZ 85086
708-227-3737

Ms. Teresa A Padula
22250 W Morning Glory St
Buckeye, AZ 85326

Dear Ms. Padula,

My name is Sharon Hudson and I recently purchased Lot 89 in the Red Sky Ranches, Phase 11. I am applying for a Conditional Use Permit for my property so that I may install a new manufactured home, as guest housing.

Please contact me at the number above should you have any questions about my intentions with the property.

Thank you

Sharon Hudson
39506 N Daisy Mt. Dr #122
Anthem, AZ 85086
708-227-3737

H & M Enterprises, Inc
P O Box 591
Tempe, AZ 85280

Dear Sirs,

My name is Sharon Hudson and I recently purchased Lot 89 in the Red Sky Ranches, Phase 11. I am applying for a Conditional Use Permit for my property so that I may install a new manufactured home, as guest housing.

Please contact me at the number above should you have any questions about my intentions with the property.

Thank you

Sharon Hudson
39506 N Daisy Mt. Dr #122
Anthem, AZ 85086
708-227-3737

Mr. and Mrs. Richard Fergusson
2425 S Kimball St
Boise, ID 83709

Dear Mr. and Mrs. Fergusson,

My name is Sharon Hudson and I recently purchased Lot 89 in the Red Sky Ranches, Phase 11. I am applying for a Conditional Use Permit for my property so that I may install a new manufactured home, as guest housing.

Please contact me at the number above should you have any questions about my intentions with the property.

Thank you

Jan.3,2013

To the Apache County Planning & Zoning Commission:
Attention Chairman Tilford.

To the Commissioners,

As we start a new year with newly elected officials I would hope once again to bring to all of your attention this issue once again. This is related to agenda item #5

Item#5 Consider and possibly approve a conditional use permit for Sharon Hudson to place a 2nd residence on Red Sky Ranch, Phase II, Lot #89. Property is located north of St. Johns, AZ. 205-79-089 MAP

I am once again pointing out that according to the Arizona Revised Statutes Title 39 Chapter 2, Article 2 it states very clearly what is required for all publication and legal advertising. And it also clearly states "UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR BY LAW"

I ask that you provide me that law that allows the Apache County Planning & Zoning Commission to not follow A.R.S 39-221.

If you cannot provide that law, statute or provision of some law to the prove the published notices are legal that you not hear the item as noticed.

I point out that in your published notice the header and all the printed information does not conform with the statute as drafted. And for your information every letter printed in the paper is print with "TYPESET".

You have now all been made aware of this once again. And it is your duty to seek a legal opinion if you are not sure of what the laws says. I would suggest a request in writing for a answer in writing for a legal opinion to protect yourselves if this happens to be illegal.

39-221. Price for printing; size of type

A. The maximum price which shall be paid for public printing and advertising, and for publications required by law, shall be at a rate per column inch, per insertion, charged for legal advertising as shown by the local rate card of the newspaper in which publication is to be made.

B. Unless otherwise specifically provided by law, the type used for such publications and legal advertising shall not be larger than the regular body type of the newspaper in which it is published.

D of this section, five members shall be appointed to a two year term and five members shall be appointed to a four year term. Thereafter, each term shall be four years. If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment for the unexpired portion of the term. The board may remove members of the commission for cause.

11-802. County planning and zoning commissions

- A. The board of supervisors of a county, in order to conserve and promote the public health, safety, convenience and general welfare and pursuant to this chapter, shall plan and provide for the future growth and improvement of its area of jurisdiction, coordinate all public improvements pursuant to the plan, form a planning and zoning commission to consult with and advise it regarding matters of planning, zoning and subdivision platting and, in the manner provided in this chapter, adopt and enforce those rules, regulations, ordinances and plans as may apply to the development of its area of jurisdiction.
- B. The commission shall act in an advisory capacity to the board and may or, if requested by the board, shall make a report or recommendation in connection with any matter relating to the development of the county under the jurisdiction of the board. The commission shall make those investigations, maps, reports and recommendations in connection with those investigations, maps and reports as seem desirable within the limits of the monies available.
- C. In the counties having three supervisorial districts, each county planning and zoning commission shall consist of nine members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than one of the three may be a resident of an incorporated municipality. Members of the commission shall serve without compensation except for reasonable travel expenses.
- D. Except as provided in subsection E of this section, in the counties having five supervisorial districts, each county planning and zoning commission shall consist of ten members who shall be qualified electors of the county. Two members shall be appointed from each supervisorial district by the supervisor from that district. Members shall be residents of the district from which they are appointed. Members of the commission shall serve without compensation except for reasonable travel expenses.
- E. If any supervisorial district is at least ninety per cent Indian reservation and at least ninety per cent of the district is not subject to county zoning regulations, the supervisor from the district may appoint some or all of the members to the commission from any supervisorial district in the county if there is no appointee who is willing to serve within the supervisorial district. These appointments are subject to the limitations on residency required by subsections C and D of this section. Members appointed to the commission pursuant to this subsection require the approval of the board.
- F. In counties with a population of less than one hundred seventy-nine thousand persons, an alternate member may be appointed by the appointing supervisor for each commission member appointed pursuant to subsections C, D and E of this section to serve in the absence of that member. Alternate members may be appointed from any supervisorial district in the county. During any meeting of the commission, if the regularly appointed member becomes available, the alternate member shall conclude any action on the agenda

item under consideration and the regularly appointed member shall be seated for the remaining items.

G. The terms of the members of the commissions shall be for four years except for those initially appointed. Of those members initially appointed pursuant to subsection C of this section, five members shall be appointed to a two year term and four members shall be appointed to a four year term. Of those members initially appointed pursuant to subsection D of this section, five members shall be appointed to a two year term and five members shall be appointed to a four year term. Thereafter, each term shall be four years. If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment for the unexpired portion of the term. The board may remove members of the commission for cause.

H. On a conversion from three to five supervisorial districts pursuant to section 11-212, the board of supervisors, on expiration of the terms of members of the commission serving on the date of the conversion, shall make those appointments to fill the vacancies to conform to subsection D of this section as soon as is practicable.

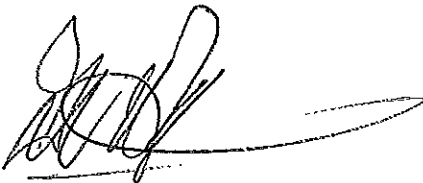
I. The county assessor, county engineer, county health officer and county attorney shall serve in an advisory capacity to the commission and to the boards of adjustment.

J. The commission shall:

1. Elect a chairperson from among its members for a term of one year and those other officers as it determines.
2. By resolution fix the time and place within the district of regular meetings, hold at least one regular meeting each month when there is new official business to transact and hold additional meetings as the chairperson or a majority of the commission deems necessary.
3. Adopt rules for the transaction of business and keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record and be open to public inspection.
4. Transmit all of its recommendations, decisions, findings, reports and official actions, regardless of vote, to the board of supervisors.

K. A majority of the commission constitutes a quorum for the transaction of business and a majority vote of the quorum is required for any official action.

Thank you
George Walsh

A handwritten signature in black ink, appearing to be 'George Walsh', written over a horizontal line.

RED SKY RANCH, P.O.A.

BOARD OF DIRECTORS

DATE: JANUARY 2, 2013

TO: MR. MILTON OLLERTON, DIRECTOR

APACHE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

75 W. CLEVELAND ST. JOHNS, AZ. 85936

(928) 337-7547

RE: PROPOSED SECOND RESIDENCE APPROVALS IN RED SKY RANCH, LOT 89

MR. OLLERTON,

AS YOU KNOW, THE BOARD OF DIRECTORS OF THE RED SKY RANCH PROPERTY OWNERS ASSOCIATION IS CHARGED WITH ENFORCING THE C.C. & R'S OF THE RANCH. IT HAS COME TO OUR ATTENTION THAT A RANCH RESIDENT IS ATTEMPTING TO CIRCUMVENT THE C.C. & R'S BY PROPOSING TO BUILD A SECOND RESIDENCE ON A SINGLE PARCEL. WE ARE AWARE OF THE FACT THAT YOUR OFFICE ENFORCES THE APACHE COUNTY BUILDING CODES AND CAN NOT ENFORCE OUR ASSOCIATION COVENANTS AND RESTRICTIONS. THEREFOR, THE BOARD OF DIRECTORS WILL MAKE EVERY EFFORT TO ENFORCE OR CALL ATTENTION TO BOTH OUR C. C. & R'S AND THE APACHE COUNTY BUILDING CODES.

BY OUR COVENANTS WE REQUIRE THAT EACH LOT IS TO BE DEVELOPED AS A SINGLE FAMILY RESIDENCE ONLY. NO RENTAL UNITS OR MULTI-FAMILY UNITS ARE ALLOWED. WE ASSUME THAT COUNTY CODES ALLOW FOR A GUEST HOUSE OR MOTHER IN LAW QUARTERS FOR SINGLE FAMILY RESIDENCES. UNDER NO CIRCUMSTANCES WILL THE BOARD ALLOW A PROPERTY OWNER TO CONSTRUCT A SECOND RESIDENCE WITHOUT FIRST SPLITTING THE EXISTING PARCEL THUS CREATING A NEW AND SEPARATELY DEEDED PARCEL TO THE PROPOSED BUILDING.

WE ARE FIRMLY AGAINST ANY PARCELS BEING DEVELOPED FOR USE AS INCOME OR RENTAL UNITS AT THE RED SKY RANCH. TO ALLOW OR HAVE SUCH UNITS WILL CAUSE IRREPARABLE HARM TO THE QUALITY OF THE RANCH AND THE VALUE OF THE MEMBERS PROPERTIES. IT WOULD BE HELPFUL TO THE BOARD TO HAVE A BETTER UNDERSTANDING OF THE APACHE COUNTY CODE DEFINING GUST HOUSES, SECOND UNITS AND MOTHER-IN LAW QUARTERS. WE DO NOT WANT TO IMPOSE ANY UNDUE RESTRICTIONS ON THE MEMBER, LAND OWNERS BUT WE ARE CHARGED WITH ENFORCING THESE C. C. & R'S AS WRITTEN AND RECORDED.

THE LEGAL COUNSEL REPRESENTING OUR ASSOCIATION HAS ADVISED US; SHOULD THE CONDITIONAL USE PERMIT OR WAIVER BE APPROVED ALLOWING A SECOND RESIDENCE TO BE BUILT PRIOR TO LEGALLY SPLITTING THE LOT, THE BOARDS RETAINED COUNSEL WILL IMMEDIATELY FILE AN INJUNCTION TO STOP THE BUILDING UNTIL THE LOT IN QUESTION IS PROPERLY SPLIT.

IF YOU HAVE ANY QUESTIONS OR INFORMATION HELPFUL TO OUR ASSOCIATION AND BOARD WITH REGARDS TO THESE MATTERS, PLEASE FEEL FREE TO CONTACT OUR BOARD OF DIRECTORS PRESIDENT, MR. STEVE SPEER @ 702-400-6886. THANK YOU FOR YOUR ATTENTION.

RESPECTFULLY SUBMITTED,

MR. STEVE SPEER, PRESIDENT

MR. GEORGE DE WITT, VICE PRESIDENT

MR. DAVID BALLINGER, SECOND VICE PRESIDENT

other charges shall be appropriately prorated to the effective date of such deletion and removal. Each portion of the Property deleted and removed pursuant hereto shall thereafter be deemed to be a part of the Additional Property unless otherwise expressly provided to the contrary in the instrument recorded to effect such deletion and removal

5. GENERAL RESTRICTIONS APPLICABLE TO ALL PARCELS

A. Single Family Residential and Recreational Use Only: All Parcels shall be used for residential and recreational purposes only. Livestock may be kept pursuant to paragraph 5.K. Notwithstanding anything contained in this paragraph this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business is not apparent from the exterior of the residence; does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses shall be in compliance with Apache County zoning regulations and permitted uses.

B. Dwelling Type: A site built structure can be no more than two stories'. The finished exterior shall be in harmony with it's natural surroundings. No mobile or manufactured homes older than 10 years from the date of manufacture to the date of installation are allowed. All mobile or manufactured homes must be skirted with wheels removed so frame is not exposed. Building and mobile home permits may be required by Apache County. The ground around the mobile or manufactured home shall be graded to allow water to flow away from the home.

C. Travel Trailers, RVs: No travel trailer or recreational vehicle may be used as a permanent residence. One (1) travel trailer or recreational vehicle may be used for temporary residential use only if the use extends for not more than three (3) consecutive months or no more than a total of six (6) months in any calendar year, with the exception that occupant has been issued a building permit by Apache County and is diligently proceeding to construct a permanent residence upon the Parcel. Except where the Apache County laws are more stringent.

D. Sanitary Facilities: All dwelling's and/or living quarters shall be self-contained, connected to a septic system, waterless toilet, or other alternative system and shall be approved by the appropriate governmental agency

E. Additional Subdivisions and Re-sale of Parcels: 1) After the initial conveyance of a Parcel, but no sooner than December 31, 2003, it may be further subdivided three times, creating a maximum of four (4) Parcels provided each Parcel contains no less than 10 acres each. 2) Any split of the original Parcel shall be in strict accordance with all applicable laws including required approvals by Apache County and the State of Arizona. Conformance to all applicable laws and regulations shall be the sole responsibility of the Parcel Owner. 3) No original Record of Survey Parcel(s) may be resold by the Owner for a period of 36 months from the date of initial

When Recorded Mail To:
Arizona Land & Ranches, Inc.
1020 Sandretto Dr., Suite B
Prescott, AZ 86301



Board Working Copy Amended 200

2001-04517
Page 1 of 14
OFFICIAL RECORDS OF APACHE COUNTY
JEANNE UDALL, RECORDER
06/12/2001 11:59 AM Recording Fee \$18.00

SASE

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RED SKY RANCH
Apache County, Arizona**

The undersigned Declarant previously caused to be recorded that certain Declaration Covenants, Conditions and Restrictions for Red Sky Ranch in the official records of Apache County at fee number 2000-09036 in the office of the Apache County Recorder (the "Original CCRs"). In it's capacity as Declarant and pursuant to Paragraphs 6.A and 7.D. of the Original CCRs, Declarant intends to and does hereby amend, replace and restate the Original CCRs in its entirety as set forth below and this instrument shall for all purposes amend, replace and restate the Original CCRs.

THIS DECLARATION, is made by Arizona Land & Ranches, Inc., an Arizona corporation, as to Red Sky Ranch, acting in it's capacity as Owner and Developer, along with its successors and designees.

This Declaration is being recorded to establish a general plan for the development, sale, lease and use of the Project in order to protect and enhance the value and desirability of the Project. The Declarant declares that all of the Property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Parcels and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Parcel even though the description in the instrument of conveyance or encumbrance may refer only to the Parcel.

any other business of the directors. Thereafter, all affairs of the Association shall be conducted by the board of directors and such officers that the board may elect or appoint in accordance with Articles and Bylaws, as they may be amended from time to time, unless otherwise stated in this Declaration.

C. The Association may employ or contract for maintenance of roadways and assess members for the cost thereof.

7. GENERAL PROVISIONS

A. **Enforcement:** The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Parcel after the date on which this instrument shall have been recorded in the office of the Recorder of Apache County, Arizona. This Declaration may be enforced by the Declarant, Lessee, any Owner or lessee of any Parcel, by the holder of a Bona Fide First Deed of Trust on any Parcel, by the Association, or by any one or more of said persons acting jointly; PROVIDED, HOWEVER, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Deed of Trust upon any Parcel, but each and all said covenants, conditions, and restrictions shall be binding upon and effective against any Owner, Lessee or occupant of said Parcel whose title thereto is acquired by foreclosure, or otherwise, and FURTHER PROVIDED also that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Deed of Trust. All instruments of conveyance or assignment of any interest in all or any party of the Property may refer to this Declaration and shall be subject thereto as fully as though this Declaration were therein set forth in full.

B. **Invalidity:** Invalidation of any of the covenants, conditions, and restrictions, contained herein by a Court of competent jurisdiction, shall in no way affect the validity of any other provision of this Declaration, all of which shall remain in full force and effect.

C. **Legal Fees and Costs:** The Declarant or the Board of Directors of the Association may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment. The Declarant or the Board of Directors of the Association, or the Developer or the Lessee (as their interests may appear) may cause a lawsuit to be commenced and maintained to enforce any other pertinent provision of this Declaration. Any judgment rendered in any such action shall include the amount of the delinquency, interest at the rate of twelve percent (12%) per annum from the date of delinquency, the amount of damages proven, any appropriate order or mandate of the court, court fees, and reasonable attorney's fees which are incurred by the prevailing party as fixed by the court.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby

Engineering

Date: _____ Signature: _____

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

Request approval of a ~~to enter into an~~ contract addendum and change order with Creative Multimedia Inc.

Date & Time Needed: _____

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

Legal Review: *Submitted to Joe Young 1/28/13 for review approved by M Whiting 1/23/13 attached memo* 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

Beth Bond

Subject: FW: FW: latest invoice

From: Michael B. Whiting [<mailto:MWhiting@apachelaw.net>]
Sent: Monday, January 28, 2013 8:36 AM
To: Ferrin Crosby; Joe Young
Cc: Steve Anderson; Tamie Herrick; Beth Bond
Subject: Re: FW: latest invoice

I just reviewed the addendum it is fine to place it on the board's agenda.

"talk to text" please ignore errors.

Ferrin Crosby wrote:

Joe, By,

Please review the attached addendum to Rob Toy's Contract (CMIE).
We surpassed the last addendum with his last invoice and we need to have this approved by the BOS.
I have include the last addendum and original contract for your reference
I would like to place this on the next BOS agenda for approval as CMIE has an outstanding invoice pending payment.

Thanks,

Ferrin

CMI Engineering
4529 E. Beck Lane
Phoenix, Arizona 85032
(602) 485-1862

Mr. J. Ferrin Crosby, P.E.
Apache County Engineer
P.O. Box 238
Saint Johns, Arizona 85936
via electronic mail

January 29th, 2013

In reference to: **Proposal for Services, Parcel Map Updates**

Dear Mr. Crosby:

Thank you for considering CMI Engineering to assist you with the updates to the Parcel Map project. The objectives of this phase of the project would be to: 1) assist County personnel in the update of the Parcel Maps using splits and other revisions not tracked in the GIS since 2006; 2) prepare, on a book-by-book basis, parcel overlays which can be uploaded to the Internet for better customer service; 3) validate and verify the location and unique acreage of each parcel, as a tool to ensure that taxes received for each parcel are fair and accurate.

We have learned through our review that many of the updates since the conversion first began in 2007 have not been entered into the system, or have been entered incorrectly, resulting in duplication or missing parcel records. Analyses which combined multiple maps and books have uncovered edge matching and cleanup issues that cannot be seen with the old paper map system, or when considering maps on a page-by-page basis. A detailed breakdown of the budget by hours, as allotted for the anticipated tasks is provided for your review.

The budget we request of \$48,140 for this fiscal year would be used to assist County personnel in the map updates, providing training and technical assistance, and to develop software tools unique to the County's needs. This budget also includes hours to provide technical assistance in other areas such as sign management and rural addressing. \$8,140 of the requested budget represents the un-used portions of previous contracts with the County.

The updates to the estimated 65,000 parcels in Apache County would better prepare the data for the County's plans of integration with other databases and departmental applications. Because the majority of the work would reside on the spatial side, the proposed work would not affect the County's plans for software updates to the Assessor's, Finance, or Treasurer's Office. The data delivered to the County resides in a neutral, industry-wide CADD format, which is designed to integrate with these other software systems when they are implemented.

Thank you for considering CMI Engineering to assist the County in this important project. Please let me know you require further information.

Respectfully Submitted,



Robert C. Toy, P.E.
Project Engineer



*Office of
Apache County Engineer*

P.O. Box 238, St. Johns, AZ 85936

frosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

January 24, 2013

Contract Addendum and Change Order

Apache County, Arizona and Creative Multimedia, inc. hereby agree to a contract addendum and change order to that certain Consulting Agreement entered into between the parties on or about April 3, 2008. The amendments to the Consulting Agreement approved by this change order are as follow:

- 1.) The total amount of the contract is hereby amended to \$430,000.00 from \$390,000.00.
- 2.) The service completion date is hereby extended to June 30, 2013.
- 3.) The additional services to be performed by Creative Multimedia, Inc. under this change order not originally included in the Consulting Agreement are as follows:
 - a.) Development of software tools in support of Parcel Maps, Signs, and Rural Addressing applications
 - b.) Map book updates and merging of multiple split data sources into a common County Data base, incl. technical assistance to County personnel
 - c.) Signs, Rural Addressing, and merging/updating County Transportation Layer
 - d.) Documentation on procedures and policy recommendations for future updates
 - e.) Consultation, compilation of existing data sets, develop plan of work, and on-sit training.

This contract addendum and change order approved this ____ day of _____ 20__ by:

Authorized Representative of CMI

Authorized Representative of
Apache County



**Office of
Apache County Engineer**

P.O. Box 238, St. Johns, AZ 85936

fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

Mr. Robert C. Toy, P.E.
Principal
CMI Engineering
4529 E. Beck Lane
Phoenix, Arizona 85032

Apache County GIS Parcels, Signs and Rural Addressing
Notice to Proceed--Task Order No. 1

Dear Mr. Toy:

Per the terms of your April, 2008 contract with Apache County, modified in December, 2008, you are directed to proceed with the following tasks:

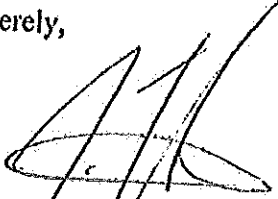
Task No.	Description	Budget Amount
1	Development of software tools in support of Parcel Maps, Signs, and Rural Addressing applications	2,320
2	Map book updates and merging of multiple split data sources into a common County Database, incl. technical assistance to County personnel.	14,341
3	Signs, Rural Addressing, and merging/updating County Transportation Layer.	13,340
4	Documentation on procedures and policy recommendations for future updates.	3,480
5	Consultation, compilation of existing data sets, develop plan of work, and on-sit training.	6,380
	Total Budget	39,681

This Task Order is based on the attached detailed budget.

The due date for these tasks is June 30, 2013. You will provide status reports to the County as the need arises or directed by the County.

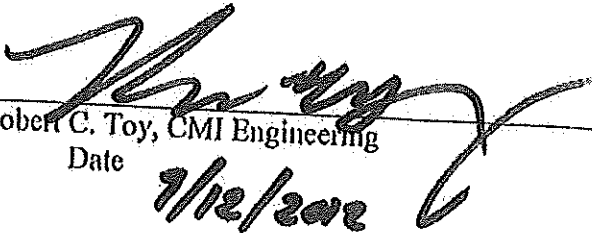
Please sign, date, and return this Notice to Proceed as your acceptance of the delivery items and due dates.

Sincerely,



Ferrin Crosby, P.E.
County Engineer

Accepted:



Robert C. Toy, CMI Engineering

Date

7/12/2012



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: HUMAN RESOURCES

Date: 01/15/13

Signature:

[Handwritten 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 consider the appointment of Apache County Treasurer Marleta Begay to the position of Chairperson of the Public Safety and Corrections Officer Retirement Programs.

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)

Human Resources

Date/Signature: Per Delwin Wengert

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

Human Resources: Following an executive session for personnel matters, 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. This was tabled from a previous meeting.

BOS Meeting Date Requested 2/5/13

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager – Delwin Wengert

Date/Signature: _____

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

Following an executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3), possible approval of the continuation of the Economic Development of Apache County (EDAC) Housing Grant.

_____ BOS Meeting Date Requested 2/5/13

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 _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **01/10/13**

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

ACPHSD requests approval of Contract # MRC 13 2107 with the National Association of County and City Health Officials to build the capacity of local Medical Reserve Corps (MRC) units.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Approved. See attached email

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: Friday, January 25, 2013 1:51 PM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: 20130110 2107 Apache County Medical Reserve Corps.pdf - Adobe Acrobat Professional

I am not sure I have, the term has already begun and is very short. As to the rest of the agreement, it constitutes a valid contract.

From: Kimberly Penrod [kpenrod@co.apache.az.us]
Sent: Wednesday, January 23, 2013 6:51 AM
To: Joe Young
Cc: Chris Sexton
Subject: FW: 20130110 2107 Apache County Medical Reserve Corps.pdf - Adobe Acrobat Professional

Joe,

Have you already reviewed this Item?

Kimberly

From: Kimberly Penrod
Sent: Thursday, January 10, 2013 2:19 PM
To: Joe Young
Cc: Chris Sexton
Subject: 20130110 2107 Apache County Medical Reserve Corps.pdf - Adobe Acrobat Professional

Joe,

Please review.

Thx,

Kimberly

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 13 - 2107

This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the National Association of County and City Health Officials ("NACCHO"), with its principal place of business at 1100 17th St., N.W., 7th Floor, Washington, DC 20036, and Apache County ("Organization"), with its principal place of business at 75 W. Cleveland, St. Johns, AZ 85936

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 5MRCSG101005-03, CFDA Number: 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's Division of the Civilian Volunteer Medical Reserve Corps ("OSG/DCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/DCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the OSG/DCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

- a. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
 - b. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
 - c. Provides the OSG/DCVMRC with regular updates of programs and plans;
 - d. Actively works towards National Incident Management System ("NIMS") compliance;
 - e. Agrees to participate in MRC Unit Technical Assistance assessments;
 - f. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
 - g. Maintains Registered status with the OSG/DCVMRC; and
 - h. Agrees to participate in an evaluation and survey review by NACCHO
2. TERM OF AGREEMENT: The term of the Agreement shall be begin on January 5, 2013 and shall continue until July 31, 2013 (the "Term").
3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Four Thousand Dollars (\$4000.00). Payment will be made before the expiration of the Term of the Agreement.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.
9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).
11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.

14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

TO NACCHO:

National Association of County and City Health Officials

Attn: Moira Tsanga

1100 17th Street, N.W., 7th Floor

Washington, DC 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

TO ORGANIZATION:

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Apache County

Chris Sexton

Public Health Director

75 W. Cleveland

St. Johns, AZ 85936

Tel. 928.337.7525

15. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: _____ By: _____

Name: John Mericsko

Name: Chris Sexton

Title: Chief Financial Officer

Title: Public Health Director

National Association of County and Organization: Apache County

Organization: City Health Officials

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Address: 1100 17th Street, NW
7th Floor
Washington, DC 20036

Address: 75 W. Cleveland
St. Johns, AZ 85936

Phone: 202-783-2490
Fax: 202-783-1583
EIN: 52-1426663

Phone: _____
Fax: _____
EIN: 86-6000385

Date: _____

Date: _____

National Association of County and City Health Officials

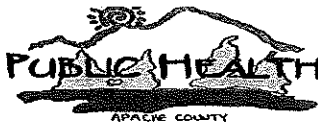
AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that Apache County has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **01/23/13**

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

ACPHSD requests approval of the contract with Jennifer Foote, CN, to provide clinical services as a subcontractor.

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: Wednesday, January 23, 2013 9:50 AM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: 201302Jennifer Foote Contract

The contract is legal, a form that we often use, and generally complies with the requirements for such agreements.

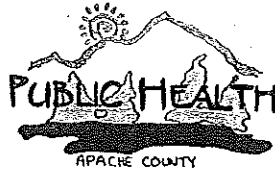
From: Kimberly Penrod [kpenrod@co.apache.az.us]
Sent: Wednesday, January 23, 2013 7:41 AM
To: Joe Young
Cc: Chris Sexton
Subject: 201302Jennifer Foote Contract

Joe,

Please review.

Thx,

Kimberly



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Jennifer Foote

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Jennifer Foote hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis.
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Distribute birth control methods such as Intramuscular and oral contraceptives.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, registered nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$25.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

GENERAL REQUIREMENTS

1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

- a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
- b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
- c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be

required to cooperate. The Department shall equitably enforce this Section as to all Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

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

4. Termination of Contract

The Department and the Subcontractor may terminate this contract under the following conditions:

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination date of this contract is December 31, 2013.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

- a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
- b. The Subcontractor shall continue the performance of this contract to the extent not terminated.

- c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.
- d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. Non-Discrimination

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

8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

- a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$100,000 combined single limit or \$100,000 Bodily Injury, \$100,000 Property Damage.

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

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

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

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

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

Effective Date: February 1, 2013

Expiration Date: December 31, 2013

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

For and on behalf of the Department:

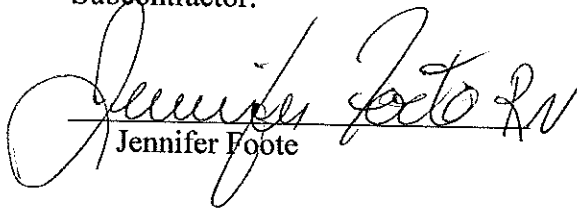
Tom White, Jr., Chairman
Apache County Board of Supervisors

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:



Jennifer Foote

Date 1-23-13

Approved as to form:

County Attorney

Date _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date 01/18/2013

Signature: Judith M. Pepple

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

Request authorization to accept a donation in the amount of \$2327.09 from the Salt River Project Boosters Association through the agency of The United Way of Northern Arizona.

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