

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**

**January 15, 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:
 - Update by Supervisor Weller on the American Lands Council meeting that was held January 5, 2013 in Sandy, Utah.
3. 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 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.

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.
4. A/D Human Resources: Request appointment of a new Chairman for the Public Safety and Correction Officer Retirement Programs. New appointee will replace retired Supervisor, Jim Claw.
 5. A/D Human Resources: Request approval to ratify the job description and salary for the recently hired District I Manager, Patrick Sandoval.
 6. A/D Probation Services: Request 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. This action will prevent these individual's salaries from being surpassed by new employees who receive a 2.5% end of probation increase.
 7. A/D 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.

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
January 15, 2013**

1. A/D Request 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.

A-ACTION
D-DISCUSSION

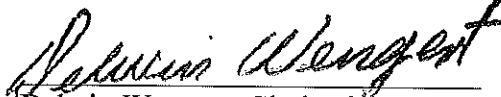
**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
January 15, 2013**

1. A/D Request 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.

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: 1/9/13 at 1:00 a.m. p.m. by CB.


Delwin Wengert, Clerk of the Board

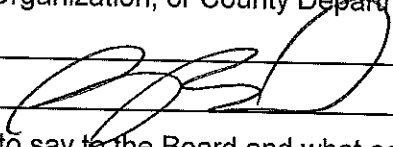
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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:

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

January 2, 2013
St. Johns, Arizona

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

Vice Chairman White called to order the Apache County Board of Supervisors meeting and the Public Health Services 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.

Invocation was given by Father Tim Conlan.

Chairman White asked Ferrin Crosby to lead the Pledge of Allegiance.

Chairman White opened the floor for the call to the public. George Walsh, a resident of Vernon, Arizona walked to the podium and said thank you and walked away.

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

Mr. Wengert presented the item of the selection of Chairman and Vice Chairman for 2013. **Mr. Weller moved to nominate Mr. White as Chairman. Mr. White seconded the motion.** Vote was unanimous. **Mr. White nominated Mr. Weller as Vice Chairman, seconded by Mr. Weller.** Vote was unanimous. Mr. White stated that the Board will not always agree but the people voted and that is democracy and he will do what he can to support the people in Apache County.

Mr. Wengert requested appointment of a County Supervisor to serve on the County Supervisors Association (CSA) Legislative Policy Committee for 2013. Mr. White stated that he is the only Member of the Board that was re-elected and he had initially volunteered for it but in talking with Mr. Weller, he had asked that he be considered for that position so he told the people at the County Supervisors Association that he was going to withdraw his name and that Mr. Weller would be the representative. Mr. White asked County Attorney Whiting if a vote was needed. Mr. Whiting responded that by agreement, that would be fine as long as all of the Board members agreed. Mr. White asked if there was any other board member who wanted to serve on the committee other than Mr. Weller. Mr. Shirley shook his head no. No formal action was taken. Mr. Weller thanked Mr. Shirley for agreeing to his appointment and that he takes this responsibility very seriously; that the legislative issues at the State Capital often affect us greatly and he will report back to the Board regularly and seek their input and advice before he votes.

Mr. Wengert requested recommendation approval of Liquor License Application P1068333 for Lisa Malcolm. Mr. Wengert stated that this is for a new restaurant in Alpine called Foxfire at Alpine located at 42661 Highway 180 in Alpine, Arizona. Mr. Wengert stated that Lisa

Malcolm are present if the Board had any questions. Mr. Wengert stated that no protests were received from the public on this license. **Mr. Weller made the motion to approve. Mr. Shirley seconded the motion.** Mr. Weller and Mrs. Malcolm held a discussion regarding some forms that were not part of the material. Mr. Weller asked Mrs. Malcolm, to stay after the Board meeting to discuss the application. Vote was unanimous.

Mr. Wengert presented the Consent Items A-C and requested Item C. be taken from the Consent Agenda for discussion. Mr. Weller requested that Item B also be taken from the Consent Agenda for discussion.

Chairman White stated that each item will be discussed separately.

Mr. Wengert requested approval of the minutes dated December 18, 2012. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented the item for approval of demands. Mr. Wengert stated that the demands are payments made by the County and for the past three years the list of demands had been sent out on a weekly basis to the Board members that need to be paid to vendors and if no feedback or comments are received back, the demands are paid and then formalized by the Board at meetings twice a month. Mr. Wengert stated that this process reduces late fees and also provides flexibility to get a check such as for senior centers that are in need, otherwise it could take up to three weeks to get a check. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that he was surprised at the process of the demands and he wanted to at least state to the other board members that he has been working with the finance department with some of his questions and Mr. Patterson and his staff have been very open to his questions and concerns and he is open to modifying this process to give it a little more up-front consideration. Mr. Weller stated that in the list of demands he was presented there were twelve questions and provided that list to the other supervisors and Mr. Wengert but was ready to approve the demands as is today. Mr. Wengert stated that one modification is that in the past the list has been sent out on a Thursday, but will be sent out on a Wednesday to give more time for review before they are processed. Mr. White stated that sometimes there is a need for a check to be written and asked if that will change. Mr. Wengert responded that until the Board changed the process it will continue as it is now. Mr. Weller stated that in regard to the ability to respond quickly with a check, he has no objection; that he does not want to slow down the process of how the county operates. Vote was unanimous.

ARCADIS US INC 22,471.91 ASHTON'S REPAIR INC1,282.11 AZ SUPREME COURT 4,690.00 AZLGEBT 16,058.47 BARNES, PARTICIA M 2,060.00 CDW GOVERNMENT LLC1,572.04 CONTINUOUS RAINGUTTER SYSTEMS 1,878.89 COURTESY CHEVROLET 115,603.04 DELL COMPUTER CORPORATION 3,906.37 DEMERS GLASS INC 2,735.83 DIAMOND C FEEDS 3,141.75 DIAMOND DRUGS INC 1,741.53 EMPIRE MACHINERY 1,054.64 GOLIGHTLY TIRE3,560.83 HATCH CONSTRUCTION 1,895.07 HILLYARD INC1,391.97 INGRAM LIBRARY SERVICES 1,589.21 JUDICIAL DIALOG SYSTEMS 8,775.96 KATHLEEN M MCGUIRE PSY D LLC 2,017.50 NAVAJO TRIBAL UTILITY AUTHORITY 1,897.60 NAVOPACHE ELECTRIC COOPERATIVE18,856.51 OFFICE DEPOT2,209.86 QUILL CORP 1,080.42 RDO EQUIPMENT CO 17,071.50 REED (REED LOGGING), GEORGE E7,250.00 ROGERS, STEPHEN K 1,198.00 SCHNEIDER, TABECCA JANE1,035.00 ST JOHNS EMERGENCY

SERVICES 2,113.18 STATE BAR OF ARIZONA 3,530.00 TJP COMMUNICATIONS 3,507.38 VALLEY AUTO PARTS 2,019.79 VERITAS RESEARCH CONSULTING 1,113.52 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 2,080.13 WILLIAMS LAW GROUP PLLC 6,650.00 WOODLAND BUILDING CENTER 1,073.33 YOUNG, JOSEPH 6,840.00 YOUNGS FUTURE TIRE 4,925.90 ASSURED IMAGING WOMEN WELLNESS OF SOUTHERN AZ 1,099.20 AVAYA COMMUNICATIONS 1,381.19 AZ BOILER COMPANY INC 1,398.70 BRADCO 10,687.68 BURNHAM MORTUARY 1,162.45 FRONTIER 5,506.97 GEXPRO 1,748.60 INLAND KENWORTH INC (PHX) 112,299.47 LSH LIGHTS 4,119.01 MOUNTAIN COMFORT HEATING AND COOLING 1,074.79 NAVOPACHE ELECTRIC COOPERATIVE 1,702.68 NORCHEM DRUG TESTING LABORATORY 2,020.54 NORTH COUNTRY INC 224,798.44 PIMA COUNTY MEDICAL 4,400.00 PITNEY BOWES 3,841.87 QUILL CORP 1,503.24 SIMPLEX GRINNELL LP 2,442.74 TASER INTERNATIONAL INC 6,348.62 VERIZON WIRELESS 1,983.60 WATCH SYSTEMS LLC 7,500.00 WEST PAYMENT CTR 1,346.30 YOUNGS FUTURE TIRE 3,026.21 Vote was unanimous.

Mr. Wengert, on behalf of District I Roads, requested authorization to hire Patrick Sandoval as the District I Manager at a salary of \$77,727, range 57. Mr. Wengert stated that Mr. Sandoval has worked for the County before and has been the Chief of Staff for the Navajo Nation so he has a lot of ability and experience. **Mr. Shirley moved to approve and also go into executive session to discuss the issue. Mr. Weller seconded the motion to go into executive session if appropriate.** Deputy County Attorney Joe Young stated that the Board could not go into executive session since going into executive session is required to be noticed on the agenda and it is not so the item can either be tabled for another meeting or discussed in open session. **Mr. Shirley then modified his motion to approve the item of hiring Mr. Sandoval at the stated amount. Mr. Weller stated that he was seconding the motion with significant reservation and he has concerns and some questions that he wanted to discuss before any approval.** Mr. White called for comments. Mr. Weller stated that he believes that Mr. Shirley wants the best for the County and after reviewing some of Mr. Sandoval's qualities and capabilities, he understands that he could be potentially beneficial to District I and the County but he has two issues that significantly bother him about the request; the person would be paid from HURF funds and the salary range and job description is very much targeted at the HURF operation from an engineering standpoint. Mr. Weller stated that Mr. Sandoval does not target the educational background specific to the position and he may very well have an engineering or civil degree but he is concerned, due to the fact that the funds are being reduced and we need to be cautious that those monies are being utilized to serve the people of the County. Mr. Weller stated that another concern he has is that we would hire any individual at the top of a salary range and that precedent is a concern to him and he cannot easily accept that. Mr. Weller stated that every funding and revenue source we have is shrinking and he does not see any sign of that turning around and he is someone that believes we need to stick with the policies and procedures of Human Resources as much as possible so that we don't send a signal to other departments that we don't respect these policies and procedures. Mr. Weller stated that the fact that this salary range was chosen and this person is to be hired at the top of the range concerns him greatly. Mr. White asked Human Resource Director, Karen Houston what the ranges are for the position. Ms. Houston stated the beginning of the range is \$51,818, midpoint is \$64,772 and the maximum of the range is \$77,727. Mr. White asked if there was any recommendation from Ms. Houston or the County Manager. Mr. Wengert responded that he had nothing to add except Mr. Sandoval is

a very qualified individual and has served in this same capacity years ago, but the decision is up to the Board what the salary is to be. Mr. Shirley stated that he wanted to pay Mr. Sandoval out of HURF but District I has the funding to pay him out of the general fund if necessary. Mr. Shirley addressed Mr. Weller and stated that in regard to paying the top salary, he does not believe he is going outside policy, that it is within the established County policy to do that; he isn't sure if it has been done before with any other position prior, but policy states that a person can be brought in at the entry, midpoint or high end depending on qualifications and having researched this he recommended the top end because of the caliber of employee Mr. Sandoval is. Mr. Shirley stated that likewise, if Mr. Weller wanted to hire his staff he would not have any problem and requested support on his item and if not at the top end, at least at midpoint of the range. Mr. Shirley stated that Mr. Sandoval has the knowledge to help obtain more funding since he knows state government, he knows the Navajo Nation inside out and he knows how to obtain federal money. Mr. Shirley stated that he knows where the economy is statewide and nationally and he knows where Apache County is within that and he has plans to go after the funding and Mr. Sandoval can help us to do that. Mr. Weller responded that he would approve of the relocation of the funding source outside of the HURF funds and he appreciated the gesture to move his salary to midlevel which reduces the impact to precedent. Mr. Weller stated that he may have used the policy wording incorrectly but the precedent this would set is a bit dangerous. Mr. Weller stated that he trusts that Mr. Sandoval may have the talent to bring in new funding and if he comes in at midrange and proves to bring in funding he would very much support an increase in merit raise. Ms. Houston, Human Resources Director, stated that as a recommendation, the job description should be revised to accurately reflect the duties of the position so if the focus is not heavily on the engineering part, it should be changed to reflect the new focus so that we are sure whatever we are asking the employee to do is in writing. Mr. Wengert stated that years ago the Navajo Nation provided the Roads departments with half a million dollars and that revenue has gone away so if Mr. Sandoval can help us to reinstitute that money for the road program on the Navajo Nation that would be great. Mr. White stated that starting someone at \$77,000 is a little too high and the previous Board expressed concern because of the financial difficulties the County was going through and he has individuals that have been securing grants and he does not pay them that much and he has concerns with hiring someone at that level but he would support the midpoint range of 64,772. Mr. Weller stated that there were members of the public wanting to comment. Mr. White asked County Attorney Whiting if public comment was allowed on this issue. Mr. Whiting responded that it is at the pleasure of the Chairman if he wants the public to comment. Chairman White opened the floor for public comment. George Walsh, a resident of Vernon, Arizona stated that it is his understanding that Human Resources suggested the job description be changed so technically the Board is not approving the job description that was on the agenda so until that has been changed he does not believe the Board can approve hiring the person. Mr. White responded that the final say is up to the board and it can be put into the motion that the job description would be revised. Mr. Weller asked Mr. Wengert if it was a doable situation to shift the funding from HURF to the general fund. Mr. Wengert responded that yes, each district has a general fund budget and there is room in the District I budget for that funding shift. **Mr. Weller revised his motion to approve the hiring of Mr. Sandoval at the midpoint of salary range with the caveat that the language of the job description be changed and approved by the Board at the next Board meeting and also with the funding to come from the general fund.** Karen Houston, Human Resources Director stated that it is not a normal process to approve job descriptions at the Board

level; that change comes from the elected official working with Human Resources and job descriptions are changed frequently so if we start down that route it will be cumbersome and she does not know if the Board really wants to do that. Mr. White asked Mr. Shirley if he would work with Ms. Houston on revising the job description. Mr. Shirley stated yes. **Mr. White stated hat Mr. Weller made the motion to approve the position with the change from HURF to general fund at midrange, seconded by Mr. Shirley.** Vote was unanimous.

Angela Romero, Election Director, requested approval of the Facility Use Agreements to be used in the 2013 Election Year Cycle. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Angela Romero, Election Director, requested appointment of all tally board workers, replacement centers and drop boxes for the upcoming March 12, 2013 Special Election. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that the elections department is an outstanding group of individuals and they are extremely cooperative with any questions that he has ever had. Mr. Weller had some questions with the item and he called Mrs. Romero and she responded and answered very promptly so he just wanted to recognize her and her department as very forthright and one that needs to be recognized by the County. Mr. White concurred with Mr. Weller's comments and thanked Mrs. Romero. Vote was unanimous.

Barry Williams, School Superintendent stated that at the request of Mr. Weller, who has some additional questions he is requesting that the item for authorization to accept Race to the Top grant monies from the Governor's Office in the amount of \$26,087.50 be withdrawn from the agenda. Chairman White removed the item.

Mr. White presented notification of the Opening Day of the Fifty First Legislature, First Regular Session and the State of the State Address by Governor Jan Brewer. The ceremonies will be held on Monday, January 14, 2013 at 12:00 p.m. State Capital, 1700 West Washington Street, in Phoenix, Arizona. No action was needed or taken.

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

Chairman White called to order the Apache County Public Health Services District meeting.

Chris Sexton, Health Director, requested approval to enter into Agreement #AGR2013-083 with the Arizona Department of Health Services and the Maricopa County Health Care for the Homeless for Deputizing and Oversight of Apache County Public Health Care District to provide vaccines for children (VFC) Purchased Vaccine to Entitled Underinsured Children. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller asked what the deputizing language was for. Mr. Sexton explained that in regard to vaccine for children, the federal government purchases and distributes to the State who distributes to counties and federally qualified health centers so there is no cost to use for the vaccine but under their rules, the State in conjunction with the CDC and Maricopa County are the agents through whom the deputizing will be done so for the health department to receive vaccine for children at no cost, we have to be deputized by a federally qualified health center. A discussion was held regarding the vaccination process and the

waivers that allow parents to opt out of receiving vaccinations if the parents so choose. Vote was unanimous.

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

The following reports were received:

Clerk of the Court

September, 2012.....\$25,938.38

October, 2012.....\$29,848.10

November, 2012.....\$19,698.19

Recorder

August, 2012.....\$8268.50

September, 2012....\$6000.75

October, 2012.....\$7361.00

November, 2012....\$4481.80

St. Johns Justice of the Peace

September, 2012....\$6793.05

October, 2012.....\$8831.44

November, 2012....\$6793.05

Approved this 15th day of January, 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: _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Dr. Joe Shirley, Jr.**

Date: **01/03/13**

Signature: _____

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

Request authorization to extend Temporary employment of Randy Bia to February 8, 2013.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

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

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

Apache County Probation Services

Date/Signature:

1/7/13 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 reduce our vacant full-time, benefits eligible Secretary position to less than 19 hours per week (not benefit eligible).

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: _____

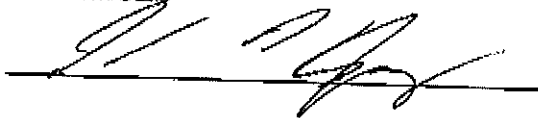
Signature, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **HUMAN RESOURCES**

Date: 01/15/13

Signature: 

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

Notification of the increase of the AZ State minimum from \$7.65 per hour to \$7.80 an hour effective 01/01/13. This change will affect two employees. Both Custodian Joseph Skelly and Temporary Intern Brianna Hannah both are currently at a wage lower than the new minimum and will need adjustments to the new level. Request authorization to increase Joseph Skelly's salary by .0328 cents per hour and Brianna Hannah by .15 cents 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: **HUMAN RESOURCES**

Date: **01/15/13**

Signature: _____

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

Request appointment of a new Chairperson for the Public Safety and Corrections Officer Retirement Programs. New appointee will replace retired Supervisor Jim Claw.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Per Human Res.

Date/Signature: *Uta Delwin Wenger*

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

*raise salary & job description for
new hire, Patrick Sanchez*

BOS Meeting Date Requested *1/15/13*

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 _____



DISTRICT MANAGER
District I

Effective Date: 01/08/13
Range: 57
Annual Salary: \$51,818-\$77,727

NATURE OF WORK:

Under general supervision, perform work of considerable difficulty in the planning, coordination, and administration of operations in the district road yards; performs related work as assigned.

TYPICAL DUTIES: (Illustrative Only)

- § supervises the district yards Administrative and Road Maintenance staff members;
- § directs, coordinates and reviews all road and improvement projects;
- § conducts field inspections;
- § develops project scope of work and specifications;
- § represents the department with various agencies;
- § prepares and administers divisional budgets;
- § Administers and monitors District Grants Program.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of:

- § administrative practices;
- § laws, codes, ordinances and regulations governing land use and development.

Working knowledge of:

- § supervisory practices and techniques;
- § safety regulations and safe work practices;
- § governmental budgeting and fiscal management policies and procedures;
- § testing procedures used in road construction and maintenance;

Ability to:

- § represent the County in public discussions and make presentations;
- § review/revise MOA'S, IGA's and other contracts relating to facilities and road construction;
- § develop and implement policies and procedures;
- § establish and maintain effective working relationships with employees, other agencies and the public;
- § follow written and verbal instructions;
- § communicate effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

Bachelor's degree in business administration, engineering or other closely related field and five (5) years of related work experience, two (2) of which were in a supervisory or administrative capacity; **OR**, an equivalent combination of experience, education and training which provides the desired knowledge, skills and abilities.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **PROBATION SERVICES**

Date: **01/15/13**

Signature: _____

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

Request authorization to temper the following grant funded personnel's salaries by 2.5%: Probation Officer's Brittney Rushing & Tom Ross, Detention Officer Luis Morales and Administrative Asst. Corina Gutierrez. This action will prevent these individual's salaries from being surpassed by new employees who receive a 2.5% end of probation increase.

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 _____

5 PROBATION SVCS Request authorization to temper the following grant funded personnel's salaries by 2.5%. Probation Officer's Brittney Rushing & Tom Ross, Detention Officer Luis Morales and Admin Asst II Corina Gutierrez. This action will prevent these individual's salaries from being surpassed by new employees who will receive a 2.5% end of probation increase.

	Per Hour	Per Week	Per Month	Per Year
B RUSHING/CURR	\$15.97	\$638.92	\$2,555.69	\$33,224.00
B RUSHING/NEW	\$16.37	\$654.90	\$2,619.58	\$34,054.60
B RUSHING/DIFF	(\$0.40)	(\$15.97)	(\$63.89)	(\$830.60)

	Per Hour	Per Week	Per Month	Per Year
T ROSS/CURR	\$15.97	\$638.92	\$2,555.69	\$33,224.00
T ROSS/NEW	\$16.37	\$654.90	\$2,619.58	\$34,054.60
T ROSS/DIFF	(\$0.40)	(\$15.97)	(\$63.89)	(\$830.60)

	Per Hour	Per Week	Per Month	Per Year
L MORALES/CURR	\$12.79	\$511.60	\$2,046.38	\$26,603.00
L MORALES/NEW	\$13.11	\$524.39	\$2,097.54	\$27,268.08
L MORALES/DIFF	(\$0.32)	(\$12.79)	(\$51.16)	(\$665.07)

	Per Hour	Per Week	Per Month	Per Year
C GUTIERREZ/CURR	\$11.59	\$463.48	\$1,853.92	\$24,101.00
C GUTIERREZ/NEW	\$11.88	\$475.07	\$1,900.27	\$24,703.53
C GUTIERREZ/DIFF	(\$0.29)	(\$11.59)	(\$46.35)	(\$602.52)

Bonnie Stallings

From: Penny Adams <pennya@countysupervisors.org>
Sent: Tuesday, December 18, 2012 5:36 PM
To: Bonnie Stallings
Subject: RE: CSA Dates in January

State of the State – we will need to be at the capitol probably by 11:15 a.m. We can either all meet at CSA and walk over together or go directly to the capitol

First LPC – most likely 9am *Jan 18th*

New Supervisor Orientation – most likely 8:30a-3:30p *Jan 23rd*

Reception – 5:30-7:30p *Jan 23rd*

CSA Board meeting – 10a-12noon, with lunch following adjournment *Jan 24th*

Hope that helps.

From: Bonnie Stallings [<mailto:bstallings@co.apache.az.us>]
Sent: Tuesday, December 18, 2012 4:56 PM
To: Penny Adams
Subject: CSA Dates in January

Penny: I am sorry to bother you again but the new supervisor, Barry Weller and Mr. Wengert are needing to coordinate calendars and are requesting the times for the following meetings:

Jan 14 – state of the state; Jan 18 – First LPC briefing; Jan 23 – new supervisor orientation; Jan 23 CSA Legislator/reception and Jan 24 CSA Board Meeting (assume this is at 10:00 A.M.) Thank you, Bonnie

01.23.13



Save the Date

Fifth Annual CSA Legislative Reception

Join County Supervisors & State Legislators from across Arizona

Honoring the State and County Partnership

Wednesday, January 23, 2013

5:30 p.m. to 7:30 p.m.

County Supervisors
ASSOCIATION
of arizona

1905 W. Washington Street
Phoenix, Arizona
(602) 252-5521



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **01/07/2013**

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 Service Agreement between Banner Health Corporation, d/b/a ENTECH and ACPHSD to provide maintenance and calibration of medical equipment used in Apache County Public Health Clinics.

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

Chris Sexton

From: Kimberly Penrod
Sent: Tuesday, January 08, 2013 4:59 PM
To: Chris Sexton
Subject: FW: entech agreement.pdf - Adobe Acrobat Professional

From: Joe Young [<mailto:JYoung@apachelaw.net>]
Sent: Tuesday, January 08, 2013 4:54 PM
To: Kimberly Penrod
Subject: RE: entech agreement.pdf - Adobe Acrobat Professional

I have reviewed the Entech Service Agreement. It constitutes a legal contract, and generally complies with the legal requirements of such documents.

From: Kimberly Penrod [<mailto:kpenrod@co.apache.az.us>]
Sent: Monday, January 07, 2013 3:07 PM
To: Joe Young
Subject: entech agreement.pdf - Adobe Acrobat Professional

Joe,

Please review.

Kimberly

SERVICE AGREEMENT

By this SERVICE AGREEMENT ("Agreement"), Banner Health an Arizona Corporation, d/b/a/ ENTECH ("Provider") and the undersigned Customer, APACHE COUNTY PUBLIC HEALTH SERVICES ("Customer"), including the parties' respective successors and assigns, agree as follows:

1. **RECITALS.**

- 1.1 Provider is in the business of providing maintenance and repair service for equipment used in the medical and health service industry;
- 1.2 Customer has leased and/or purchased the equipment set forth in Exhibit "B" attached hereto (the "Equipment") and desires to retain Provider to service the Equipment (the "Services") pursuant to this Agreement.

2. **TERM.** The initial term of this Agreement shall be for (3) Three Years, commencing on January 1, 2013 and terminating December 31, 2015. Prior to the expiration of the Term, the Agreement may be extended through a written amendment.

3. **PROVIDER'S OBLIGATIONS.** Provider agrees to provide the services below for the Equipment set forth in Exhibit "B", on the terms and conditions set forth in this Agreement and in Exhibit "A", including but not limited to:

- * Scheduled maintenance service, at the intervals indicated in Exhibit "A";
- * Service work required pursuant to changes in federal, state or local law;
- * Unscheduled Service or Emergency Repair service at the request of authorized Customer personnel (such personnel being set forth in Exhibit "A").

Notwithstanding the above, Provider shall be under no obligation to furnish services for non-qualified equipment. For the purposes of this Agreement, non-qualified equipment shall be:

- * Any Equipment that has been modified by Customer or any other non-authorized person.
- * Any Equipment maintained under this Agreement in which Customer does not allow Provider to incorporate manufacturer recommended enhancements or improvements.
- * Any Equipment that is outside its manufacturer's specified service life.
- * Any Equipment to which Customer does not provide access to Provider personnel.
- * Any Equipment not operated in accordance within its manufacturer's manual or guidelines.
- * Any Equipment serviced by anyone other than Provider.
- * Any Equipment that has been relocated without the written authorization of Provider.

4. **CUSTOMER'S OBLIGATIONS.** Customer agrees to use its best efforts to provide Provider safe and clear access to all of the Equipment for Scheduled Maintenance at the time agreed upon between the parties or at such dates and times necessary for Provider to carry out its obligations hereunder.
5. **BILLING AND PAYMENT.** Customer shall pay Provider the fees set forth in the attached Exhibit "A". Provider will bill Customer for the Services by an invoice detailing the Services provided during the relevant time period. The terms of payment are net thirty (30) days; provided, however, all invoices not paid within thirty (30) days of the bill date shall accrue interest on the amount due and owing at the annual rate of 18% until Provider is paid in full. If this Agreement is terminated as provided for herein, then all outstanding invoices shall immediately become due and payable upon the termination date.
6. **CERTIFICATE OF INSURANCE.** Provider will provide Customer with a certificate of insurance, upon request by Customer, which shall set forth the insurance coverage carried by or on behalf of Provider with respect to the Services provided hereunder. Provider may reasonably self-insure its obligations hereunder.
7. **STATUS OF THE PARTIES.** Provider will for all purposes be considered an independent contractor and neither Provider nor Provider's employees will be considered, or will act, either directly or indirectly, as an agent, servant or employee of Customer. Further, nothing in this Agreement shall be construed to establish a joint venture between Provider and Customer.
8. **COMMENCEMENT AND TERMINATION OF THIS AGREEMENT.** This Agreement shall become effective upon signing by authorized representatives of both parties. Either party may terminate this Agreement at any time with or without cause upon giving ninety (90) days prior written notice to the other party.
9. **MODIFICATIONS AND AMENDMENTS.** This Agreement may only be altered or amended through a written amendment signed by authorized agents of both parties; provided, however, that the prices set forth in Exhibit "A" shall be subject to change annually by Provider upon thirty (30) days prior written notice to the Customer. Within fifteen (15) days after the receipt of any such price change, the Customer may terminate this Agreement by giving Provider 30 day's written notice.
 - 9.1 **Changes to Inventory.** If, in the reasonable opinion of Provider, the addition or deletion of major equipment necessitates an adjustment to Exhibit A, a written Addendum itemizing the adjustment shall be negotiated in good faith and signed by authorized representatives of both parties.
10. **DEFAULT AND REMEDIES.**
 - 10.1 **Default.** In the event that either party fails to perform its obligations hereunder, such party shall be considered to be in default upon receipt of a written notice from the other party specifying with the specific nature of the default. If the defaulting party fails to cure the specified default within ten (10) days thereafter, then such party shall be deemed to be in breach of this contract, and the other party may pursue any and all legal remedies available, including without limitation, immediate termination of this contract and cessation of further performance of any duties and obligations of the non-defaulting party pursuant to this Agreement.

- 10.2 **Injunctive Relief.** The parties agree that the remedies available at law may be inadequate and that both parties shall be entitled to equitable relief, including without limitation, injunctive relief, specific performance, or other equitable remedies in addition to all other remedies provided hereunder or available to both parties at law or equity.
- 10.3 **Remedies Cumulative.** No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or at common law or by statute.
- 10.4 **Costs and Attorneys' Fees.** In the event any legal action or other proceeding is pursued for the enforcement of this Agreement, or arising out of any dispute, breach, default or misrepresentation in connection with the Agreement, then the prevailing party shall be entitled to recover reasonable attorney's' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

11. **GENERAL PROVISIONS.**

- 11.1 **Limitation on Actions.** No action or proceeding to enforce any rights arising under or relating to this Agreement shall be commenced more than one year after the occurrence of the specific events giving rise to the cause of action upon which such action or proceeding is based.
- 11.2 **Notices.** Any notice or communication to be given under the terms of this Agreement shall be in writing and delivered in person or deposited, certified or registered, in the United States Mail, postage pre-paid, addressed as noted on this signature lines of this Agreement, or to such other address as either party may from time to time designate by notice hereunder. Notices shall be effective upon delivery in person, or at midnight on the third business day after the date of mailing, if mailed.
- 11.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 11.4 **No Waiver by Failure to Act.** Neither failure nor any delay on the part of either party hereto in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right preclude any other or further exercise of that or any other right.
- 11.5 **Assignment.** This Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Provider shall have the right to assign or otherwise transfer its interest under this Agreement to any related entity. A related entity shall include a parent, subsidiary or entity resulting from a sale of all or substantially all of Provider's assets, or from a merger or consolidation of Provider with or into another entity(s). Such an assignment shall not require the consent of approval of Customer.

- 11.6 **Availability of Records.** When required by federal and/or state regulations for four (4) years after the provision of services pursuant to this Agreement, Provider shall make available to the Health and Human Services Secretary, or the Comptroller General, or their duly authorized representatives, this Agreement, books documents, and records of Provider that are reasonably necessary to certify the nature and extent of such costs. If Provider carries out any of the duties of this Agreement through a subcontract with a value of cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontracts shall contain a clause to the effect that until the expiration of four (4) years after the provision of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Health and Human Resources Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such cost.
- 11.7 **Entire Agreement.** This Agreement constitutes and embodies the full and complete understanding and agreement of Provider and Customer with respect to the subject matter and supersedes all prior understandings or agreements whether oral or in writing with regard thereto. In the event any term or provision of this Agreement is declared invalid or unenforceable for any reason, then this Agreement will nonetheless remain in full force and effect and shall be interpreted as though such invalid or illegal provision were deleted.
- 11.8 **Right to Subcontract.** Provider reserves the right to subcontract its obligations to perform all or any portion of the Services hereunder to an authorized third party, so long as the provision of Services meets or exceeds the requirements herein. Provider shall remain liable for provision and performance of Services, unless otherwise specifically agreed to in writing by Customer.
- 11.9 **Force Majeure.** Neither party shall be liable for delays in delivery or performance or failure to deliver or perform due to a cause beyond its reasonable control, including but not limited to an act of God, act or omission of the other party, act of civil or military authority, Governmental priority, fire, strike or other labor disturbance, flood, epidemic, quarantine restriction, war, riot, delay in transportation, inability due to a cause beyond its reasonable control to obtain necessary, materials, components, services, manufacturing facilities or any other commercial impracticability. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of a supply or product shortage, Provider shall have the right to allocate its available resources among its customers in such a manner as Provider deems to be equitable.

12. **SANCTIONS**

Customer hereby expressly represents and warrants to Provider that none of Customer's signature authorities and none of those signature authorities' immediate family have been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to provisions of 42 U.S.C. § 1320 a.7, or been excluded from government contracts by the General Services Administration (GSA). Further, if, during the term of this Agreement, any of Customer's signature authorities, or any of those signature authorities' immediate family is placed on the sanctions list, Customer shall immediately notify Provider in writing of the event and such notice shall contain reasonably sufficient information to allow Provider to determine the nature of the sanction. Provider shall have the right to terminate this Agreement immediately by written notice to Customer if any of Customer's signature authorities or any of those signature authorities' immediate family is placed on the sanctions list or banned from government contracts by GSA.

13. **INDEMNIFICATION**

Each party shall indemnify and hold harmless the other, its respective employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party occurring in the performance of its responsibilities under this Agreement. Where both Customer and Provider, including their respective officers, employees, agents and subagents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

14. **LIMITATIONS OF LIABILITY, WARRANTY**

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) shall Provider's total liability to Customer for any and all loss or damage arising out of, or resulting from, this Agreement, or from its performance or breach, or from any parts or services, exceed the total fees paid by Customer in the previous month multiplied by 12

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), shall Provider be liable to Customer for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, service materials or facilities, services or replacement power, down time costs.

NOTHING HEREIN IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY TO THIRD PARTIES ARISING FROM A PARTY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT.

If Provider furnishes Customer with advice or other assistance which concerns the Equipment or any part or service supplied hereunder, or any system or equipment to which same might be installed or to which it might relate and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Provider to any liability, whether in contract, warranty, tort (including negligence and strict liability), or otherwise.

Provider warrants that all labor provided hereunder will be performed by qualified technicians and that all parts shall be new or certified to perform as new. Because it is impossible to predict the service life of parts and the use of Equipment, the Services provided under this Agreement are not intended to guarantee the safe operation of Equipment for every use. Other than as expressly provided for herein, no IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter day and year set forth below.

Date: _____

Banner Health an Arizona Corporation
d/b/a ENTECH®
7300 West Detroit Street
Chandler, AZ 85226

By: Michael S. Warden
Its: SR VP I/T-CIO

Signature

Date: 1/9/2013

Chris Sexton, Director
Apache County Health Department Services District
PO Box 697
75 West Cleveland Street
St. Johns, AZ 85936

By: Tom White Jr.
Its: Chairman, Apache County Board of Supervisors

Signature

EXHIBIT "A"

SERVICES AND FEES

This Exhibit is attached to and incorporated in that certain Services Agreement by and between Banner Health, an Arizona Corporation, d/b/a ENTECH ("Provider") and APACHE COUNTY PUBLIC HEALTH SERVICES ("Customer").

Provider agrees to provide the Services for Customer's Equipment at the prices set forth below. Provider shall have the right to make annual adjustments to the fees in an amount not to exceed Five Percent (5%) by giving Customer thirty (30) days written notice.

- a. **Scheduled Maintenance Service.** As recommended by the Arizona Department of Health Services (ADHS), Joint Commission, American College of Radiology (ACR), Accreditation Association for Ambulatory Health Care, Inc. (AAAHC) and other licensing and accrediting agencies, periodic maintenance is scheduled to include:

CLINICAL EQUIPMENT SERVICES **Annual Fee: \$ 570.00**

- All Scheduled Maintenance Labor Included in Annual Fee
- Invasive/Non-Invasive Output Verification
- Electrical Safety Inspection
- Physical Inspection and Functional Check
- Identification of Equipment Requiring Repair
- Complete Service History Documentation
 - Overall Equipment Inventory by Cost Center
 - Scheduled Maintenance summary (each inspection)
 - Delinquent Scheduled Maintenance Report
 - Quarterly and Year-to-Date Service History Summaries

- b. **Demand Repair and Billable Services.** Customer will be invoiced for labor, parts, shipping, and travel as incurred during demand repair. Damage (customer negligence, water and/or accidental), obsolescence, factory overhauls (e.g. refurbishments, upgrades, modifications), and special projects (e.g. installations/removals), are billed time and materials as incurred. All consumables (batteries, light bulbs, etc.) and parts required for scheduled maintenance are billable as incurred.

	<u>Normal Working Hours</u>	<u>After Hours</u>
Biomedical	\$ 100	\$150

- c. **Scheduling.** Scheduled Maintenance Services will be provided during Provider's normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays. Provider will provide Customer with a Schedule describing when Customer shall make the Equipment available for regular Scheduled Maintenance Service.
- d. **Response Time.** Four (4) hours is the maximum response time for returning calls. If the problem is determined by Provider to be a failure requiring on-site service, a Clinical Engineer will be dispatched. Provider provides on-site response within twenty-four (24) hours or less, Monday through Friday, and may be deferred to the next working day on weekends and holidays.

e. **Authorized Customer Personnel.** At the time of execution of this Agreement, the following personnel are designated as the representatives of Customer who have been authorized to schedule maintenance, repairs and other services with Provider pursuant to this Agreement.

(1) April Blair, Program Coordinator*

*** Primary Authorization Contact**

Provider shall use its best efforts to coordinate the services provided hereunder with the representative of Customer authorizing or requesting service, and said representative shall sign all authorizations or other documents required to be signed by Customer hereunder. Customer shall provide Provider with any changes in authorized personnel immediately, i.e., within three (3) business days. In any event, Customer agrees to pay Provider for emergency services provided hereunder in response to a request for service by any employee of Customer if Provider is unable to verify the request with an authorized representative named herein within the specified time for such emergency service.

Exhibit "B"
 Apache County Health Department
 Contract Inventory

ID Number	Manufacturer	Model	Serial	Description	Site	Schedule	SM/YR
4142771	BCI INTERNATIONAL	3420Y	04020679	OXIMETER, PULSE	Springerville	Jul	1
4142772	HEALTHOMETER	500KL	5000010302	SCALE, FLOOR	Springerville	Jul	1
4142773	HEALTH O METER	499KL	4990000399	SCALE, FLOOR	Springerville	Jul	1
4142774	TANITA	BD-585	N/A	SCALE, INFANT	Springerville	Jul	1
4142785	TANITA	BD-585	N/A	SCALE, INFANT	Springerville	Jul	1
4142786	HEALTH O METER	499KL	4990000395	SCALE, FLOOR	Springerville	Jul	1
4144826	LW SCIENTIFIC	E8	1008472	CENTRIFUGE	Springerville	Jul	1
4144827	RITTER	100	CD008250	EXAM TABLE	St. John's	Jul	1
4110914	HEALTHOMETER			ADULT SCALE	St. John's	Jul	1



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 01/04/2013 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 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.

Date & Time Needed: January 15, 2013

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

Legal Review: Sent to Joseph Young for review. see attached
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

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Tuesday, January 08, 2013 4:33 PM
To: Judith Pepple
Subject: RE: Better World Books

I do not see an issue with this going before the board.

From: Judith Pepple [mailto:jpepple@co.apache.az.us]
Sent: Friday, January 04, 2013 1:15 PM
To: Joe Young
Subject: Better World Books

Dear Joe,
Since Catalyst Paper closed their Snowflake paper pulping plant, we have been looking for alternatives for disposing of our discarded materials. Better World Books presents a welcome opportunity to realize some revenue for our discards.

I have attached the pertinent details in a pdf.

Is there any state procurement law which would prevent us from participating in this program?

Please review and advise at your earliest convenience.

Thank you!



HAPPY NEW YEAR

*Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760*

*928-337-4923 voice
928-337-3960 fax*

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

Dear Board of Supervisors:

I have attached a handwritten copy of the agreement form with Better World Books because the online form cannot be saved. It can only be submitted which would automatically open an account for the Apache County Library District.

I will submit that form with the information I have provided you, if the Board approves this item.

For comprehensive information pertaining to Better World Books please see www.betterworldbooks.com

Scroll down the screen to click on the LIBRARY PROGRAMS tab.
Then click on the learn more link.

I have attached a copy of the full **Information Packet** to the agenda item for your convenience.

For comprehensive information pertaining to National Center for Family Literacy please see www.familit.org

I have attached a copy of their overview and program profiles to the agenda item for your convenience.

Thank you for your consideration of this item.

Respectfully,

Judith M. Pepple

Judith M. Pepple

Director

January 4, 2013

Library

Please complete the Agreement Form below and click the *Submit* button at the bottom of the page. Once we receive your completed form, you will receive a confirmation email from your Account Representative with the necessary information to get started. If you have any questions, please do not hesitate to contact your Account Representative, Kathy Marks, at kmarks@betterworldbooks.com

Organization Information:

Library Name: Apache County Library District Office

Website:

www.apachecountylibraries.com

Contact Name: Judith Pepple

Contact Phone: 928-337-4923 EXT 229

Contact Email: jpepple@co.apache.az.us

Physical Address (No P.O Box):

Attention: Judith Pepple

Address Line 1: 30 South 2nd West

City: St. Johns

Address Line 2: _____

State: Arizona 85936

Country: USA

Mailing Address:

Same as Physical Address

Attention: Judith Pepple

Address Line 1: PO BOX 2760

City: St. Johns

Address Line 2: _____

State: Arizona 85936-2760

Country: USA

Agreement Details:

Client shall be responsible for selecting, collecting, and packaging all Surplus Books. The term "Surplus Books" shall mean all books that Client wishes to sell, destroy or give away. These books being in saleable condition (without substantial spine or cover damage, water spots or other discoloration, torn or missing pages, and without substantial marking) and otherwise in compliance Better World Books Acceptance Guidelines. *(see attached)*

Client agrees to ship a minimum of 1 fully packed standard size boxes via UPS per individual shipment.

Client agrees that the proceeds from sales of Surplus/Acceptable Books supplied by Client shall be disbursed as follows:

15.00% of net proceeds are paid to Apache County Library District Office

5.00% of net proceeds are paid to National Center for Family Literacy

The remaining net proceeds are retained as a commission by BWB to cover all operating expenses incurred in connection with collecting, transporting, processing, inventorying, shipping, marketing, selling, providing customer service, and developing software for the volume of books received from Client.

Payment Information:

Same as Physical Address

Make Check Payable To

Apache County
Library District

Attention: Judith Pepple

Address Line 1: PO Box 2760

Address Line 2: _____

City: St. Johns

State/Province: Arizona

Country: USA

Postal Code: 85936-2760

I acknowledge that I have read, understand and agree to abide by the Terms and Conditions of Service. *(see attached)*

(optional) Client acknowledges that Surplus Books supplied by Client will be included in the BetterWorldBooks.com Online Side Walk Sale. Please click

(see attached & highlighted)



ACCEPTANCE GUIDELINES

BOOKS/MATERIALS WE ACCEPT:

- Antiquarian, Rare, and Collectable Books (See ARC Document for more details)
- Dictionaries and Thesauruses
- DVDs & Books on CD (must be operable include original artwork and casing)
- Ex-Library Copies (please do not remove treatments)
- Gently-used Children's Books (especially Newbery winners)
- Hardcover Fiction and Non-fiction
- Mass Market Paperbacks (must be in 'like new' condition; copyright 1980 or newer)
- Monographs
- Textbooks (copyright 1998 or newer)
- Trade Paperbacks
- Travel Books (copyright 2003 or newer)

BOOKS/MATERIALS WE DO NOT ACCEPT:

Help us reduce our costs. Please DO NOT send books in poor condition. This includes:

- Dirty
- Moldy
- Water-Damaged
- Damaged Binding or Pages
- Missing Covers or Pages
- Excessive Writing, Markings, or Highlighting
- Books with Cut-Out Library Treatments
- Paperback Books Warped From Storage

Please note that we also DO NOT accept:

- Academic Journals or Literary Criticisms
- Activity Books (coloring, crossword, etc.)
- Books Published by Magazines
- Case Law and Procedural Law Books
- Custom Course Packets
- Directories or Telephone Books
- Encyclopedia Britannica, World Book, or Incomplete Sets
- LP Records, VHS, Cassettes, or CDs
- Open Software Sets
- Periodicals or Magazines (i.e. National Geographic, TV Guides)
- Tax Documents or Government Documents
- The Following Series:
 - Book Club Editions
 - Harlequin Romance Novels
 - The Modern Library Series
 - Reader's Digest Condensed Books
 - Who's Who

Did you know?

You can use our specially developed 'PreScreen Feature' technology to make sure what you send us really will make money for you and your chosen Non-Profit Literacy Partner.

NO-ISBN BOOKS:

Please refer to the Antiquarian, Rare, and Collectable Books Document for books pre-dating ISBNs.

Terms and Conditions of Service

PROGRAM: Client hereby engages Better World Books ("BWB") as its agent to manage, transport, sell and distribute Client's Surplus Books and to manage and conduct Surplus Book distribution and resale services on behalf of Client.

CLIENT RESPONSIBILITIES: Client shall be responsible for selecting, collecting, and packaging all Surplus Books. The term "Surplus Books" shall mean all books that Client wishes to sell, destroy or give away. These books being in saleable condition (without substantial spine or cover damage, water spots or other discoloration, torn or missing pages, and without substantial marking) and otherwise in compliance with the quality requirements of BWB as published from time to time, in its own discretion.

Client acknowledges and agrees to comply with the Acceptance Guidelines set forth by BWB.

Client shall comply with the minimum quantity guidelines of BWB as published.

BWB RESPONSIBILITIES: BWB shall arrange and pay for all shipment of books from a location designated by Client and agreed upon by BWB to a warehouse storage facility operated by BWB.

BWB will provide shipping boxes, as requested.

BWB will catalogue, store and ship all books sold. BWB will be responsible for all pricing and advertising of books for sale, and will cover all costs of online bookselling, including inventorying, storage, and customer service.

BWB will use its best efforts to ship all books within two (2) business days of sale.

All sales prices for Surplus Books shall be determined by BWB in its sole discretion.

COMMISSION: Proceeds from sales of Surplus Books supplied by Client shall be disbursed in accordance with the *Agreement Details* section. Net Proceeds shall be the amount received from the third-party marketplace, less the commission paid to the online marketplace and any reimbursement expenses (i.e. shipping, handling, etc).

Payment of the amount determined above shall be made on a quarterly basis and postmarked within thirty (30) days from the last day of the calendar on March 31st, June 30th, September 30th, and December 31st.

FORM OF PAYMENT: Payment will be issued via Check or an online store credit with Alibris for Libraries. Checks will be issued once the account has accrued a minimum of fifty dollars (\$50) in commission payable. Online store credit with Alibris for Libraries will be issued once the account has accrued a minimum of one hundred dollars (\$100) in commission payable.

OWNERSHIP: Title to the books shall pass to BWB when picked up from a location designated by Client and agreed upon by BWB.

Any non-merchantable books (due to condition and/or failure to sell within a timeframe to be determined solely by BWB) may be donated or discarded at any time by BWB to a Literacy Partner or any other tax-exempt organization of BWB's choosing, and no further compensation shall be due to Client. Literacy Partners are those non-profit or charitable organizations dedicated to providing or supporting literacy, books, and reading programs selected by BWB in its own discretion.

BWB reserves the right to take any book offline at anytime. Books that are not sold shall be donated to any Literacy Partner of BWB's choosing or recycled in an environmentally responsible manner.

RECORDS: BWB's records relating to the determination of net proceeds and amounts payable to Client shall be available online at www.betterworldbooks.com/portal.

TERMINATION: Notwithstanding anything herein to the contrary, BWB reserves the unilateral right to refuse to accept any more Surplus Books from Client, thereupon terminating this relationship, but such refusal shall not affect its obligation to sell the Surplus Books already received from Client and inventoried for sale.

CHANGES IN TERMS AND CONDITIONS OF SERVICE: BWB reserves the right to modify these Terms and Conditions of Service from time to time, without notice. Please review these Terms and Conditions of Service from time to time so you will be apprised of any changes.

We greatly value the libraries and organizations which partner with us and, in return for the continued support that we receive, strive to provide a socially-responsible and incomparable service through custom built features that have become the hallmarks of Better World Books.

Antiquarian, Rare, and Collectable Books

Better World Books is proud to have an In-house Antiquarian, Rare, and Collectable Books (ARC) Team, which specializes in the identification and preservation of these highly valued items. They are able to price these books appropriately, list them on the right online and offline markets, and connect with the right buyers.

Please view the Antiquarian, Rare, and Collectable Books document for more details.

BetterWorld.com

BetterWorld.com is our own sales site that offers Carbonfree™ shipping at no charge nationwide and \$2.97 worldwide. It not only offers a great shopping experience for customers, but also includes great features for our libraries and organizations that send us books.

The Online Sidewalk Sale allows shoppers to support their local libraries and organizations through the purchase of books. They are able to find your library or organization by your Zip Code and specifically shop your online bookstore. This feature also gives you the opportunity to share what you are doing with your community and also generate revenue through your store.

Also, in partnership with Commission Junction, BetterWorld.com now offers an Affiliate Program. This gives you the opportunity to set up a link directly from your website to BetterWorld.com and earn a 5% to 8% commission on all purchases made through this link.

Client Portal

Created specifically for you, we have developed a web portal that will allow you to generate UPS Labels, run Reports on inventory and sales data, and set up Subscriptions to specific data you want sent to your email, all on the timeframe you specify.

Along with all of these features, you will also be able to access our PreScreen Feature. If you are ever unsure about what to send to Better World Books, the PreScreen Program is the perfect solution. Driven by our desire to help local organizations with their sales and our goal to reduce waste, the PreScreen program allows you to access our software and to check if your books are ideal for selling online.

Proprietary Software—we call it 'Indaba'

The word indaba is Zulu for "gathering to do business." And doing business is what Indaba is all about. Years of development and design went into creating the 'perfect' merchant system: one that uses minimal labor resources for maximum marketplace coverage.

Since the first version of Indaba, our team of full-time software developers has issued countless releases which constantly improve its performance and effectiveness. Indaba has scaled to over 100 million database transactions per day and has been licensed to other online booksellers.

Minimize your risk. Why outsource your business to a company that does not own its software? To learn more, visit www.goIndaba.com.

Triple Bottom Line

Better World Books is a for-profit social venture which provides a consistent and stable source of funding to non-profit literacy and education partners across the nation and around the world. Since its founding in 2003, Better World Books' employee-owners remain committed to its triple bottom line – social, environmental, and economic, having diverted more than 5,000 tons of books from landfills, provided more than 130 full-time jobs with generous benefits, and distributed nearly \$4.5 million to hundreds of literacy partners, libraries, and educational service clubs.

Better World Books continues to lead the industry in the sale of books and media, both online and offline. If you have any questions or would like to find out more about any of our Competitive Advantages, please email library@betterworldbooks.com or contact your account representative.

Can your books help

**CHANGE
THE WORLD?**

We think so.



BetterWorldBooks

Library Welcome Kit
Discards and Donations Program

Better World Books Overview
Discards and Donations Program Overview
Acceptance Guidelines
Antiquarian, Rare and Collectable Books
Literacy Partners

CALLING ALL BOOK CHAMPIONS

As you may already know, Better World Books' business model is built upon the highest social and environmental aspirations. With every single book we sell, funding is generated to support worldwide literacy programs. By finding old books new homes, we have created a sustainable solution for diverting tens of millions of books from landfills. Central to our growth and success are our close partnerships with libraries who have earned over \$5 million dollars through the program. Together, we are a formidable team.

Many thanks for your continued support. *Chris Johnson, Vice President*

An Online Bookstore with a Soul

Better World Books is a for-profit social enterprise that collects and sells books online with each sale generating funds for literacy initiatives in the U.S. and around the world. With more than 8 million new and used titles in stock, Better World Books is a sustainable company that balances the social, economic and environmental values of its stakeholders.

Book Collection for the Greater Good

Better World Books partners with libraries, bookstores, colleges, businesses and communities across the country to provide a socially responsible outlet for used books. Book collection programs are tailored to fit the needs of each partner. Personalized reports with environmental metrics and sales provide a real-time glance at how each partner's program is helping the environment, supporting literacy and raising funds.

Together, We've Made a Big Impact

In partnership with libraries, bookstores, colleges and others, we've chalked up several impressive accomplishments. Some include:

- Raised over \$10 million for libraries and literacy partners
- Reused or recycled over 67 million books
- Directly donated more than 5 million books
- Achieved over 25,000 tons of carbon offsets
- Reclaimed over 900,000 pounds of metal shelving

And the impact keeps growing! Visit BetterWorldBooks.com/impact for the latest figures.

Reuse, Recycle, Renew

Better World Books is committed to the environment. We never, ever, ever throw away a book. Ever! Any book we can't find a proper home for is recycled. In 2010, Better World Books partnered with Sustainable Business Consulting to calculate our total carbon inventory and implement a plan to offset it. Among many other initiatives, we offer carbon balanced shipping and recycle over 90% of the materials generated by our operations.

A Better Way of Doing Business

Better World Books is a certified B Corporation, a new type of corporation that uses the power of business to solve social and environmental problems. B Corporations must meet rigorous social and environmental performance standards as well as higher legal accountability standards to maintain their B Corporation status.

Contact us to learn more about our discards and donations program.

library@betterworldbooks.com
1 (888) 510-7103 x1706

 BetterWorldBooks

RECOGNITION

Since our founding in 2003, Better World Books has remained committed to our triple-bottom line: social, environmental and economic. Some honors include:

WasteWise Gold Award for Paper Reduction
EPA

WasteWise Gold Award in Climate Change
EPA

Literacy Leadership Award
NATIONAL COALITION FOR LITERACY

**Citizen's Choice,
Social Innovation Award**
JUSTMEANS

**Best Social Investment Strategy,
Social Innovation Award**
JUSTMEANS

Social Capitalist Award
FAST COMPANY

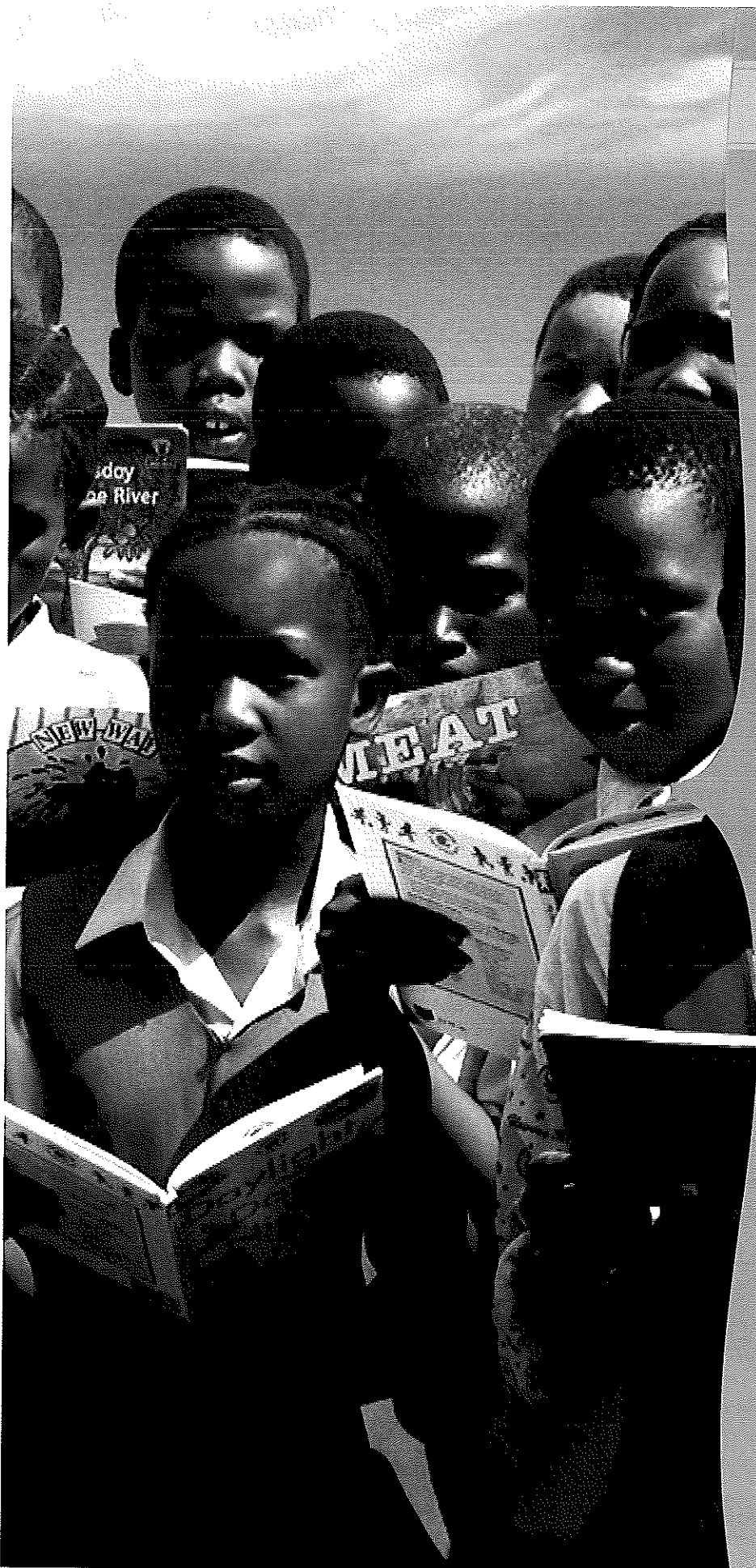
Most Promising Social Entrepreneur of the Year
BUSINESSWEEK

Top 25 Responsibility Pioneers
TIME MAGAZINE

WasteWise Gold Award Small Business Partner
EPA

Green Jobs Award
SJI INSTITUTE






BetterWorldBooks

HELPING TO FUND

LIBRARY AND
LITERACY INITIATIVES

Why market your library's discards and donations to the world at no cost to you? The answer is quite simple: You get "more bang for your book". On top of that, we donate a percentage of each sale to the non-profit literacy partner of your choice. You will be part of a network of over 3,000 libraries (across the US, Canada, the UK, and Ireland) that have partnered with us to give books a new home. We sell your books for what they are truly worth, thereby optimizing the revenue potential for you and a non-profit literacy partner. Leave the book selling to us and you'll have more time to spend around the library, in the community or at home.

ABOUT THE PROGRAM

How It Works

This no-cost program is simple and straightforward. You gather and box your surplus materials, and Better World Books coordinates and pays for items to be shipped to our warehouse in Mishawaka, Indiana for resale. Items are sorted and scanned, and each saleable item is listed on 46 marketplaces. Better World Books handles all aspects of inventorying, marketing, selling and shipping these materials, and you receive a commission from each sale.

Reaping Rewards for Your Cause

What are the costs of the Discards and Donations Program? Zero! There are no sign-up, monthly or one-time fees. You and your literacy partner will be paid a percentage of net sales. Some of our partners earn \$25 a month, others earn \$25,000. Net sales are defined as the sale price of the book minus any marketplace commissions. For example, a book sold on Amazon.com for \$10 would have a net sale price of \$8.50 (after Amazon's 15% marketplace commission).

The Secret to Our Success

Our proprietary sales software is called Indaba, which means "gathering to do business" in Zulu. And doing business is what Indaba is all about. This online sales software not only showcases your material, it sets unique rates on each site and prices your most popular titles up to five times a day, optimizing sell-through.

Shopping Made Simple

BetterWorldBooks.com is our own sales site that offers free shipping and carbon balancing for every shipment. Along with a great shopping experience, customers can support their local libraries through the purchase of your books via the Online Sidewalk Sale. They are able to find your library by zip code and specifically shop your online bookstore. This feature also gives you the opportunity to share what you are doing with your community and generate revenue through your online store. Make sure to ask about this special feature. A representative can help you with your own Online Sidewalk Sale.

To Market, To Market

Which marketplaces does Better World Books utilize? As one of the largest online bookstores, Better World Books currently sells on over 46 online marketplaces. In addition to Amazon.com, Alibris.com, Half.com, and eBay.com, books are listed on BetterWorldBooks.com where you can fund literacy, care for the environment and get a fair price on the books you want.

Track Stats on Your Portal

Created specifically for you, we have developed a web portal that will allow you to generate prepaid UPS labels, schedule pickups and run reports. Daily reports track the number of books in inventory, number of books sold, top sales, marketplace commission, commission payable and various environmental metrics.

Join Our Affiliate Program

In partnership with Commission Junction, BetterWorldBooks.com now offers an Affiliate Program. This gives you the opportunity to set up a link directly from your website to BetterWorldBooks.com and earn a 5% to 8% commission on all purchases made through this link. Check with a representative to see if you qualify.

What Matters for Libraries

Better World Books has over 100 libraries that participate in our What Matters for Libraries group, which consists of a range of online and offline ways to help us shape the programs and services we offer our library partners. Because what matters to you matters to us. If you are interested in being a part of our What Matters for Libraries group, please let a representative know.

Better World Books works with a wide range of library types, large and small, such as academic, public, special, corporate and K-12. Let us know how we can help you.

ACCEPTANCE GUIDELINES

The golden rule of our donation guidelines is to send what your library can no longer use. We do have a few pointers to keep in mind before you pack up your boxes. These guidelines help keep our services free and efficient.

Books / Materials We Accept

- **Antiquarian, Rare, and Collectable Books**
(see ARC section for more details)
- **Children's Books** (especially Newbery winners)
- **Dictionaries and Thesauruses**
- **DVDs and Books on CD** (must be operable, include original artwork and casing)
- **Ex-Library Copies**
(please do not remove treatments)
- **Hardcover Fiction and Non-fiction**
- **Mass Market Paperbacks** (must be in "like new" condition; copyright 1980 or newer)
- **Monographs**
- **Textbooks** (copyright within 10 years)
- **Trade Paperbacks**
- **Travel Books** (copyright within 5 years)
- **ANY foreign language book with an ISBN**
(even Japanese, Russian, etc)

No-ISBN Books

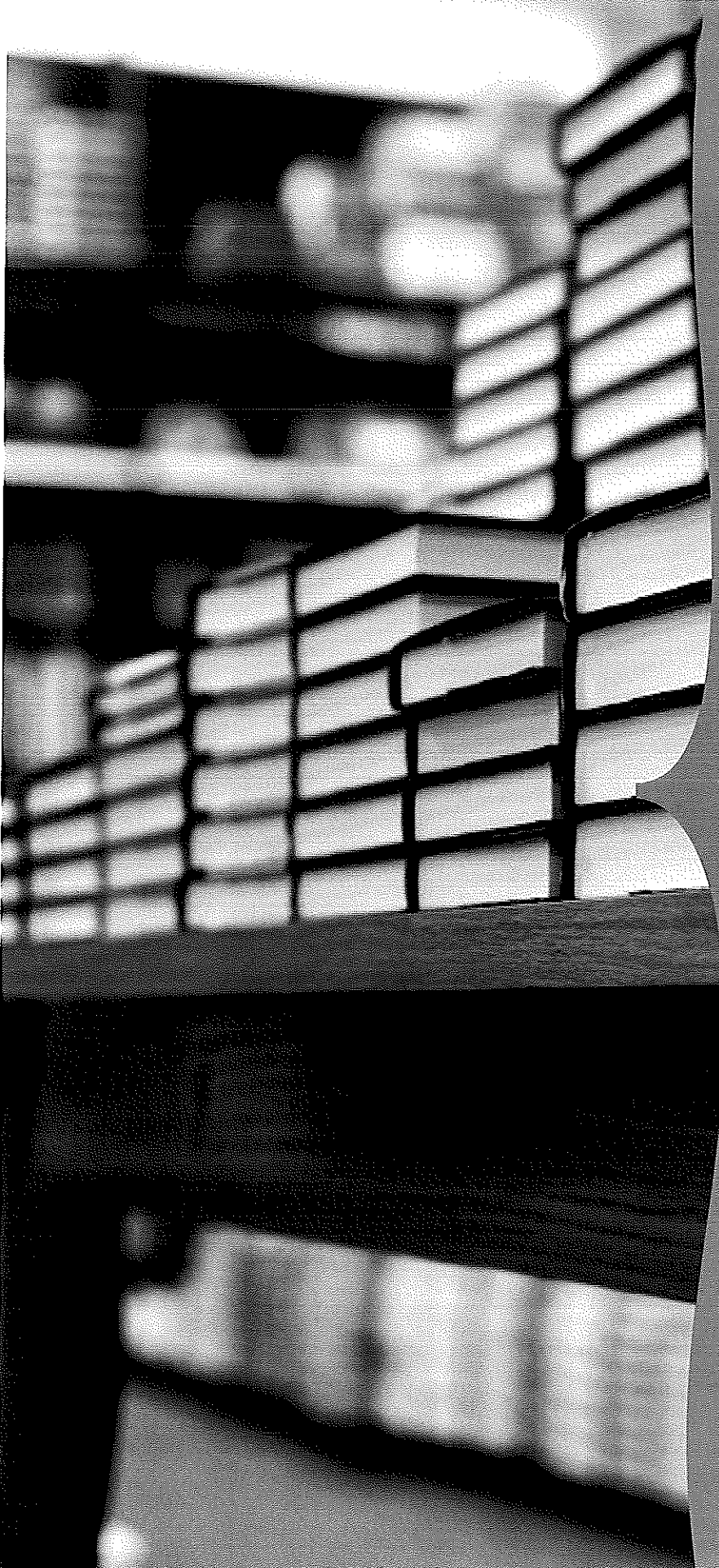
(We love 'em!)

Please refer to the Antiquarian, Rare and Collectable Books section for No-ISBNs guidelines.

Books / Materials that are Best Recycled Locally

Listed below are those materials that are best recycled locally. Having trouble finding an outlet, we'll help you out.

- Dirty, Moldy, Water-Damaged
- Missing Covers or Pages
- Excessive Writing, Markings or Highlighting
- Paperback Books Warped From Storage
- Academic Journals or Literacy Criticisms
- Activity Books (coloring, crossword, etc.)
- Advance Readers Copies
- Books Published by Magazines
- Case Law and Procedural Law Books
- Directories or Telephone Books
- Encyclopedia Britannica, World Book or Incomplete Sets
- LP Records, VHS, Cassettes, CDs
- Periodicals or Magazines (i.e. National Geographic, TV Guides)
- Tax Documents or Government Documents
- The Following:
 - Harlequin Romance Novels
 - The Modern Library Series
 - Reader's Digest Condensed Books
 - Who's Who



**BetterWorldBooks**

DID YOU KNOW?

Thanks to our Library Discards and Donations program, Better World Books offers grants to libraries. There are regular opportunities to apply. Check out past winners and open applications on BetterWorldBooks.com/LibraryGrants.

ANTIQUARIAN, RARE AND COLLECTABLE (ARC) BOOKS



Better World Books welcomes Antiquarian, Rare, and Collectable (ARC) books. Our team of ARC specialists will properly identify, care for and market these books to ensure their value is maximized and they find their way to happy homes.

How Do I Ensure the ARC Specialists Receive My Books?

To ensure that your books are routed to the ARC Department, please begin by packing this material in boxes containing only ARC material. If you are printing labels from the Partner Portal, select the proper ARC tracking code. If you are shipping both ARC and non-ARC material, you will need to generate the correct number of labels for each tracking code. If you are shipping via freight, please separate and clearly mark each box containing ARC material with the appropriate ARC freight label. Finally, when scheduling your freight shipment, please mention that your shipment contains ARC material. If you do not have an ARC tracking code, please contact us at ReUseFirst@betterworldbooks.com.

Does Better World Books' ARC Department Accept Ex-Library Books?

Of course. While we welcome ex-library volumes, we ask that library treatments are not removed and that any stamps are placed discreetly in a single location—perhaps on the library's bookplate or title page.

Will Better World Books Accept Foreign Language Books?

Foreign language books are welcome, especially the Romance languages. Please contact us before sending books in Arabic, Cyrillic, Hebrew, etc.

Which Books Should Not Be Directed to the ARC Department?

As each item's value is determined by a number of different criteria, it is difficult to provide an exhaustive list of what is best sent to our specialists. However, we can provide a list of books which are not categorized as ARC:

- General encyclopedias printed after 1850
- Children's reference

- Time-dependent reference (that is, no almanacs, yearly-updated guides (Blue Books), etc)
- Editions of "Great Books," Reader's Digest or Time Life
- Cookbooks printed after 1850
- Bibles, devotional texts, prayer books printed after 1700
- Self-help books
- Periodicals, bound or unbound, printed after 1900
- Law books (statute updates, etc.) printed after 1850
- National Union catalogs or chemical abstracts
- Books damaged by mold

Is it OK to Send Books That Fall Under These Headings But I Suspect Have Value for Another Reason?

Absolutely. The more unusual, the better. Because we sell on multiple marketplaces, we are confident that if there is a buyer out there somewhere, we'll find them!

Who Should I Contact If I Have Questions About ARC Books?

Please contact your Account Representative if you have ARC-related questions or contact the ARC staff directly at ARC@betterworldbooks.com.



LITERACY PARTNERS

The National Center for Family Literacy

familyt.org

The National Center for Family Literacy's (NCFL's) mission is to create a literate nation by leveraging the power of the family. Through groundbreaking initiatives, NCFL fuels life improvement for the nation's most disadvantaged children and parents. More than 1 million families throughout the country have made positive educational and economic gains as a result of NCFL's work, which includes training more than 150,000 teachers and thousands of volunteers.

Room to Read

roomtoread.org

Room to Read has developed a holistic, multi-pronged approach to help children in the developing world gain the lifelong gift of education. The approach includes building schools, establishing bilingual libraries, publishing local language books, establishing computer labs and funding long-term girls' scholarships. Since its inception in 2000, Room to Read has impacted the lives of over 1.7 million children.



**BetterWorldBooks**

FOR THE LOVE OF LITERACY

Having recently surpassed the \$10 million mark for libraries and literacy partners, we are very proud of the funding we have generated for our five main partners.

Books For Africa

booksforafrica.org

Books for Africa (BFA) is a simple name for a simple organization with a simple mission: BFA collects, sorts, ships and distributes books to children in Africa. The goal: to end the book famine in Africa. Since 1988, BFA has shipped more than 24 million books. They are on once-empty library shelves, in classrooms in rural schools and in the hands of children who have never held a book before.

Worldfund

worldfund.org

Worldfund's unique mission is to support high-quality and results-driven education in Latin America — the key to transforming lives and reducing poverty. Through their investment in schools, gifted student programs and superior teacher training, they have directly impacted 32,000 impoverished students in Argentina, Brazil, Chile, Columbia, El Salvador, Guatemala, Mexico, Nicaragua, Peru and Venezuela.



BetterWorldBooks

ONCE UPON A TIME



This really cool company was started in 2003 by 3 college grads from Notre Dame who realized the true value of a used book. They started by selling textbooks online and ended up forming a pioneering social enterprise with a mission to promote literacy.

Better World Books became one of the first certified B Corporations which are companies that use the power of business to solve social and environmental problems.

We believe that education and access to books are basic human rights. That's why books sold on BetterWorldBooks.com are matched with a donation to someone in need, Book for Book™. Each sale also helps fund high-impact literacy projects in the United States and around the world.

Contact us to learn more about our
discards and donations program.

library@betterworldbooks.com

1 (888) 510-7103 x1706



2009 WASTEWISE GOLD AWARD FOR PAPER REDUCTION
2010 WASTEWISE GOLD AWARD FOR CLIMATE CHANGE
2011 WASTEWISE SMALL BUSINESS PARTNER



Printed on Forest Stewardship Council certified 30% post-consumer
recycled paper with soy-based inks.

NCFL & Family Literacy

NCFL inspires and engages families in the pursuit of education and learning together.

— National Center for Family Literacy's Mission Statement

Triggering Positive Change

Literacy is at the root of a person's ability to succeed, and the family is at the heart.

We are the National Center for Family Literacy, and since 1989, we have helped more than 1 million families make educational and economic progress by pioneering – and continuously improving – family literacy programs.

Our emphasis is on family literacy for a simple reason – study after study shows that family, home and community are the true drivers of a child's education. Consider:

- Children's reading scores improve dramatically when their parents are involved in helping them learn to read.
- Low family income and a mother's lack of education are the two biggest risk factors that hamper a child's early learning and development.

Literacy is essential to success in today's economy, now more than ever. The family literacy approach harnesses the strength of parent-child bonds to help those who are most at risk of failing economically, emotionally and socially. We build success by strengthening their confidence, increasing their ability and broadening their outlook. The results have an impact on a personal level as well as a national one.

Prestigious *Fortune* 500 companies, national media and academic experts all recognize and support NCFL's work. As important, the support of more than 150,000 teachers and thousands of volunteers help us build relationships that support learning, from teacher to student and, most importantly, from parent to child.

It is our goal to not only provide every family with the opportunity to learn, but the ability to learn and grow together. Family literacy ensures the cycle of learning and progress passes from generation to generation.

National Center for Family Literacy

Program Profiles

We are always working to strengthen and broaden our approaches to family literacy, building on advancements in education and technology as well as the changing needs of families. Our dedication to working with community partners is at the heart of NCFL's mission. We have developed model programs and innovative laboratories that have become recognized as leaders in advancing family literacy.

NCFL continually develops new approaches to family literacy, building on advancements in education and the changing needs of families. Below is an overview of the areas in which we focus our work:

Developing Innovative Laboratories of Advancement

The heart of NCFL's work lies in its dedication to working with community partners to develop model programs and innovative laboratories that advance family literacy. Here are some of NCFL's current programs that are leading the way.

Toyota Family Literacy Program — TFLP serves English as a Second Language (ESL) families with children in elementary school. Today, Toyota has funded 256 family literacy sites in 50 cities and 30 states that have impacted the lives of more than 1 million families. Established in 2003, TFLP addresses the growing needs of Hispanic and other immigrant families by increasing English language and literacy skills for adults while also supporting parents' involvement in their children's education.

Family and Child Education — The FACE program serves American Indian families with children from birth to grade three and is supported by the Bureau of Indian Education. Now operating in 44 American Indian schools, this incredible program provides culturally responsive education, resources and support to American Indian parents and children. To date, the FACE program has reached more than 25,000 families.

The Family Literacy-Community College Initiative — This initiative is exploring the unique partnership between family literacy programs and community colleges in promoting a continuing education for adult learners. NCFL, with funding from the MetLife Foundation, is researching the latest best practices of community colleges in cultivating the enrollment and supporting the progress of former family literacy students.

Recognizing Excellence and Innovation

NCFL is committed to pushing the boundaries of "what's next" in family literacy and education. We also want to recognize those committed to doing the same. Below are the awards that NCFL hosts to honor excellence in innovative education.

Toyota Family Literacy Teacher of the Year — Each year, NCFL and Toyota recognize the outstanding efforts of a family literacy teacher with the Toyota Family Literacy Teacher of the Year (TOY) Award. NCFL awards this honor to a teacher who has made innovative and passionate contributions to improving the lives of adults and children through family literacy — whether through early childhood education, school-based programs, adult literacy and ESL programs, parenting education or a community literacy program.

Verizon Tech Savvy Award — These awards recognize outstanding educational programs that demystify technology for parents so that they may better support their children's academic and social growth in an increasingly complex 21st century. Established in 2007 by the Verizon Foundation, the National Center for Family Literacy (NCFL) and Former First Lady of Iowa Christie Vilsack, the Verizon Tech Savvy Awards are the first national awards given to intergenerational digital learning programs.

Mobilizing Community Resources

NCFL is a national organization that realizes the importance of acting at a grassroots effort to inspire true change. Here are some examples of NCFL's current community-based initiatives that mobilize families and individuals for literacy.

Better World Books Community Book Drives — Better World Books has been a critical partner in NCFL's fight for a more literate nation, raising more than \$330,000 for our mission to date and \$5.2 million for literacy and education overall. With Better World Books' help, NCFL has been able to organize community support from libraries and college campuses all across the country. Better World Books has mobilized local book drives at more than 888 college campuses and libraries nationwide on behalf of NCFL.

McDonald's Family Mealtime Literacy Nights — Since October 2006, NCFL and the Southern California McDonald's Restaurants have teamed up for the highly successful Family Mealtime Literacy Nights program, designed to show parents of preschoolers how they can use simple household routines to teach literacy, math and science to their children. These fun and interactive workshops not only allow families special time to spend together, but they also improve school readiness for children and increase parents' excitement to support their children's learning.

Toys for Tots Literacy Program — NCFL, The UPS Store® and Mail Boxes Etc.® network, and the Marine Toys for Tots Foundation are placing books in the hands of children in communities nationwide. NCFL president and founder Sharon Darling was the official spokesperson for the 2009 Toys for Tots Literacy Program.

Tools to Assist Literacy Efforts Nationwide

NCFL has a wide variety of free online tools covering topics from bolstering parent involvement to teaching financial literacy in the classroom. Here are some examples of these acclaimed resources.

Thinkfinity Literacy Network — Thinkfinity.org is a powerful educational platform that is shaping family literacy programs nationwide. On the Thinkfinity Literacy Network (TLN), visitors can access more than 55,000 free, expert-approved and researched-based educational resources for adult and family literacy practitioners, K-12 teachers and volunteers.

Parents + Schools = Successful Children series — NCFL's extensive work in the Hispanic community has led to the development of some highly useful and important resources. The most recent of these resources is the foto-novela series. The foto-novela is an extremely popular form of media in Spanish-speaking cultures. NCFL capitalized on this knowledge to create a resource that truly speaks to Hispanic families and engages parents to become more involved in their children's educations, all while acting as a guide to understanding the American school system. These foto-novelas, made possible by funding from the Dollar General Literacy Foundation, have been met with enthusiasm by educators.

Professional Development & Expertise

Building a more literate nation takes a nation of empowered, well-informed educators. NCFL helps family literacy practitioners aid families in need by providing the latest in professional development and best practice expertise.

Training — NCFL continues to offer the culmination of our expertise to train and empower others with the best in family literacy practices. Since 1989, NCFL has trained upwards of 150,000 practitioners, educators and volunteers to become stronger and more prepared to help families face their challenges.

Consulting — NCFL is often called upon to lend our reputable expertise and experience to both local and national projects. Currently, NCFL is the lead consultant for the Metro United Way 4community2 Legacy of Literacy project in Southern Indiana. NCFL is aiding the Southern Indiana community in its quest to promote adult, teen and displaced worker literacy across the region by providing research, resource mobilization and project guidance.

Research

Many of NCFL's initiatives and resources are based on the latest in research conducted by NCFL staff. We are often called upon by the federal government to lend our expertise to high-level research projects that support literacy and learning.

Recently, NCFL's National Early Literacy Panel (NELP) completed its *Developing Early Literacy* report. This report encompasses a thorough research synthesis of 300 studies on early childhood literacy to determine which critical skills and teaching methods for young children lead to long-term success. NELP examined the different types of interventions that work best to help young children develop literacy skills — everything from parent and home programs to shared reading interventions. Developing Early Literacy is already dramatically affecting the ways in which early childhood educators and practitioners are viewing teaching practices.