



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,
THE APACHE COUNTY LIBRARY DISTRICT AND
THE APACHE COUNTY JAIL DISTRICT**

January 7, 2014

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

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
January 7, 2014**

1. Discussion and possible approval to renew the contracts with Jennifer Foote, RN, Marilyn Slaughter, RN, and Rebecca Rivera, RN to provide clinical services as subcontractors.
2. Discussion and possible approval to move April Blair, Program Coordinator I, from a work schedule of 80 hours a pay period to 40 hours a pay period due to the change in grant funding. This will result in a cost savings of \$13,102.75.
3. Discussion and possible approval to accept \$3,500 Capacity Building Award for the Medical Reserve Corp from the National Association of County and City Health Officials.
4. Discussion and possible approval of a new part-time, temporary Health Educator I position, 19 hours per week, no benefits paid from Health Start Grant, not to exceed 90 days. Rate of pay \$9.74 per hour.

5. Discussion and possible approval to convert an existing vacant full-time Health Educator I position to two part-time (19 hour per week, no benefits) positions. A part-time Health Educator I position is needed for the Teen Outreach Program in Ganado and Chinle utilizing grant funds from the Teen Outreach Program. This change will result in a cost savings of \$1,013.00.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
January 7, 2014**

1. Discussion and possible approval to maintain Melissa Thomas' current rate of pay when she moves from part-time to full-time Library Specialist I for the Sander's Public Library. Rate of pay is \$9.56 per hour.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
January 7, 2014**

1. Discussion and possible approval to convert the currently vacant full-time Jail Nurse, R.N. position to four (4) permanent part-time Nurse R.N. position with no benefits. All positions combined will not exceed 40 hours per week. This change will result is a savings of \$21,000.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
January 7, 2014**

1. 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. Engineering Department: Discussion and possible approval to enter into Task Agreement #1 with BIA-Division of Transportation, Chinle Agency and Districts I & II for the purpose of road maintenance on BIA routes.

3. District III Roads: Public hearing followed by discussion and possible action regarding approval of adding to the Apache County Road Maintenance System, Non-system Roads N3119, N3120 and N3114 and approval of a resolution. The estimated cost is \$115,173.
4. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated December 17, 2013.
- *B. Request approval of demands dated December 17, 2013 to January 7, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Personnel Items:

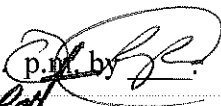
- *C. Probation Services: Request authorization to remove Paulette Davis from probationary status effective December 29, 2013 with the 2.5% end of probation increase.
- *D. District II: Request authorization to remove Wilbur Smith from probationary status effective January 1, 2014 with the 2.5% end of probation increase.
- *E. District II: Request authorization of the lateral transfer of Brian Owens from Facility/Construction Worker II, to the vacant Road Maintenance Worker II position with his current salary of \$26,861.15.
- *F. District I: Request authorization to convert the vacant Secretary position back to a Custodian/Groundskeeper position and fill the vacancy. This position was converted to a Secretary position on July 9, 2013. This will result in a cost savings of \$1,001.

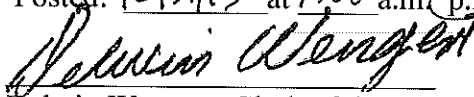
Community Development:

- *G. Request approval to re-appoint Tom Tilford and Patsy Plant as Planning and Zoning Commission members for a four (4) year term.
- *H. Request approval of a reversion to acreage for Jorjanna VanSteenberg to combine two lots in Hacienda San Juan, Lots 281 and 282. Property is located near St. Johns, AZ parcel 203-50-281 & 203-50-282. This was unanimously approved by the Planning and Zoning Commission.

- *I. Request approval of a reversion to acreage for Helen Mae Coombs to combine 4 lots in The Wilderness lots 5, 6, 7, & 8. Property is located near Vernon, AZ. Parcels 106-70-005, 106-70-006, 106-70-007 and 106-70-008. This was unanimously approved by the Planning and Zoning Commission.
5. Recorder's Office: Discussion and possible approval to move the Election Department under the Recorder's Office to become effective upon Board approval. This administrative merge is to enable the offices to streamline logistics and programmable services, to assure additional safeguards to the election process, to address recent changes to election laws, the bifurcation of the election rules in a more efficient and uniform manner, and to maximize services within the budgetary constraints.
 6. Probation Department: Discussion and possible approval to continue the Intergovernmental Agreement between the Arizona Supreme Court, Apache County School Superintendent's Office and the Apache County Superior Court for Detention Education funding in the amount of \$45,506.00. This is an ongoing IGA and source of funding and requires no matching funds.
 7. Election Department: Discussion and possible approval of the cancellation of the Call of Election for the Vernon Fire District Board previously approved on September 17, 2013.
 8. Engineering Department: Discussion and possible approval of a Safety Boot Program Policy for County employees.

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: 12/31/13 at 1:00 a.m. p.m. by 


Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **12/19/13**

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

ACPHSD requests discussion and possible approval to renew the contracts with Jennifer Foote, RN, Marilyn Slaughter, RN, and Rebecca Rivera, RN to provide clinical services as a subcontractors.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

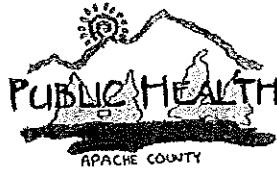
Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Rebecca Rivera

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

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

SERVICES/SCOPE OF WORK

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

Qualifications

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

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

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

GENERAL REQUIREMENTS

1. General Requirements

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

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

2. Other contracts

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

Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

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

4. Termination of Contract

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

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is June 30, 2014.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

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

title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.

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

6. Confidentiality of Records

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

7. Non-Discrimination

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

8. Record Retention

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

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

Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

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

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

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

10. Travel

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

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

11. Cancellation for Conflict of Interest

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

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

Effective Date: January 1, 2014

Expiration Date: December 31, 2015

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

For and on behalf of the Department:

Tom White, Apache County, Chairman of the Board

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:

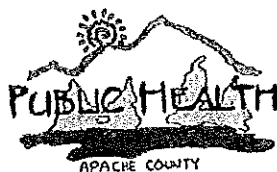
Rebecca Rivera

Date _____

Approved as to form:

County Attorney

Date _____



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Marilyn Slaughter

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

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

SERVICES/SCOPE OF WORK

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

Qualifications

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

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

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

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

2. Other contracts

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

Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

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

4. Termination of Contract

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

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is June 30, 2014.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

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

title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.

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

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

7. Non-Discrimination

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

8. Record Retention

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

Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

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

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

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

10. Travel

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

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

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

Effective Date: January 1, 2014

Expiration Date: December 31, 2015

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

For and on behalf of the Department:

Tom White, Apache County, Chairman of the Board

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:

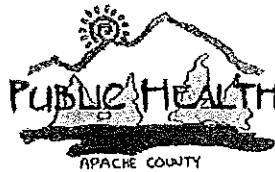
Marilyn Slaughter

Date _____

Approved as to form:

County Attorney

Date _____



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Jennifer Foote

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

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

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis.
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Qualifications

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

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

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

GENERAL REQUIREMENTS

1. General Requirements

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

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

2. Other contracts

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

Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

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

4. Termination of Contract

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

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is June 30, 2014.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

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

title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.

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

6. Confidentiality of Records

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

7. Non-Discrimination

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

8. Record Retention

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

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

Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

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

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

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

10. Travel

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

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

11. Cancellation for Conflict of Interest

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

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

Effective Date: January 1, 2014

Expiration Date: December 31, 2015

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

For and on behalf of the Department:

Tom White, Apache County, Chairman of the Board

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:

Jennifer Foote

Date _____

Approved as to form:

County Attorney

Date _____



HR

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **12/19/13**

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

ACPHSD requests discussion and possible approval move April Blair, Health Educator I from work schedule of 80 hours a pay period to 40 hours a pay period due to change in grant funding.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing **X Human Resources** Other

Legal Review:

Signature: _____

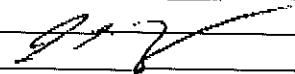
Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: 

Health Department Director:

Signature: _____

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

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

Discussion and possible approval to accept \$3,500.00 capacity building award for the Medical Reserve Corp from the National Association of County and City Health Officials.

Date & Time Needed: January 7, 2014

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director Chris Sexton:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

National Association of County and City Health Officials

AGREEMENT

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

CONTRACT # MRC 14 -2107

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

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant # 5 MRCSG101005-04-00, CFDA # 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

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

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

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

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

1. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

1. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
2. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
3. Provides the OSG/DCVMRC with regular updates of programs and plans;
4. Actively works towards National Incident Management System ("NIMS") compliance;
5. Agrees to participate in MRC Unit Technical Assistance assessments;

6. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
7. Maintains Registered status with the OSG/DCVMRC; and
8. Agrees to complete program/event/activity evaluations provided by NACCHO

2. **TERM OF AGREEMENT:** The term of the Agreement shall be begin on December 20th, 2013 and shall continue until July 31, 2014 (the "Term").

3. **PAYMENT FOR SERVICES:** In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization _ Dollars (\$ 3,500.00). Payment will be made before the expiration of the Term of the Agreement.

4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. **ASSIGNMENT:** Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.

6. **INTERFERING CONDITIONS:** Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

7. **RESOLUTION OF DISPUTES:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

8. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

9. **PARTIAL INVALIDITY:** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.

10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

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

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

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

TO NACCHO:

National Association of County and City Health Officials

Attn: Moira Tsanga

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

Washington, DC 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

TO ORGANIZATION:

Apache County

Chris Sexton

Public Health Director

75 W. Cleveland

St Johns Arizona 85936

9283377525

National Association of County and City Health Officials

AGREEMENT

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

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

NACCHO:

Authorized Signature:

By: _____

Name: Dawn P. Richardson, JD, MA

Title: Senior Director of Grants and Contracts

Organization: National Association of County and City Health Officials

Address: 1100 17th Street, NW

7th Floor

Washington, DC 20036

Phone: 202-507-4264

Fax: 202-783-1583

EIN: 52-1426663

Date: _____

ORGANIZATION:

Authorized Signature:

By: _____

Name: Chris Sexton

Title: Public Health Director

Organization: Apache County

Address: 75 W. Cleveland

St Johns, Arizona 85936

Phone: 9283377525

Fax: 9283377592

EIN: 866000385

Date: _____

National Association of County and City Health Officials

AGREEMENT

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

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

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

Signature of Authorized Certifying Official	Title
Organization	Date Signed

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

Discussion and possible approval of a new part-time Temporary Health Educator I position, 19 hours per week, no benefits paid from Health Start Grant, not to exceed 90 days. Rate of pay \$9.74 per hour.

Date & Time Needed: January 07, 2014

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing **X** Human Resources Other

Legal Review:

Signature: _____

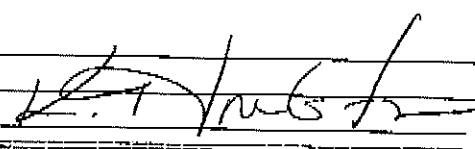
Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: 

Health Department Director Chris Sexton:

Signature: _____

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

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

Discussion and possible approval to convert an existing unfilled full-time Health Educator I position to two part-time (19 hours per week, no benefits) positions. A part-time Health Educator I position is need for the Teen Outreach Program in Ganado. Position will be paid by grant funds from the Teen Outreach Program.

vs chime

Date & Time Needed: January 7, 2013

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: *[Handwritten Signature]*

Health Department Director Chris Sexton:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 12/26/2013 Signature: Judith M. Pepple

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

Discussion and possible approval to maintain Melissa Thomas' current rate of pay since it is the result of the length of her service as a Library Specialist I.

Date & Time Needed: January 7, 2014

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Apache County Library District

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

One of our Sanders Public Library staff will retire effective January 2, 2014. After advertising the vacancy, we conducted interviews on Wednesday, December 24, 2013. I have offered and Melissa Thomas has accepted the position.

Melissa Thomas has been working as a part-time Library Specialist I for the Sanders Public Library since September 27, 2011. When the full-time vacancy became available she applied. The interview panel unanimously considered her the best candidate for the position.

Since all Library Specialist I vacancies revert to the entry level rate of \$9.05 per hour, I am requesting the Board to authorize Melissa to maintain her current hourly rate of \$9.5565 per hour in her capacity as a full-time Library Specialist I.

Melissa has consistently applied herself in her part-time position. She has learned new software programs in order to help patrons who use our public access computers, she volunteered to assume lead responsibility for Sanders Public Library to help patrons use their eReaders effectively, she has learned how to order library materials to meet public interests and demands, and she has developed her skills and knowledge in the area of planning and presenting library programs.

Melissa has earned each of the increases that have accumulated to her current rate of \$9.64 per hour. Therefore, I request that the Board not penalize her for moving from a part-time to a full-time position, and allow her to maintain her current rate of pay since it is the result of the length of her service in her current position.

We have sufficient funds in the library district budget to cover this request.

Thank you for your consideration.

Respectfully submitted,

Judith M. Pepple
Director
December 26, 2013



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Jail District

Date: 01/07/14 Signature: _____

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

Request approval to convert the currently vacant Full Time Jail Nurse R.N. position to four (4) permanent Part Time Nurse R.N. positions with no benefits. All positions combined will not exceed 40 hours per week.

Date & Time Needed: _____

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: *[Handwritten Signature]*

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

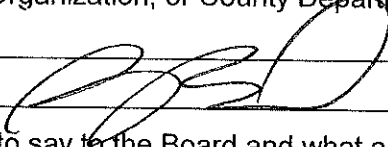
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Date/Time Stamp

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

COUNTY MANAGER'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

via date/time stamp

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

Engineering - Ferrin

Date/Signature:

[Signature]

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

Req approval of BIA Task Agreement #1 for road maint. on Dist 1 & 12 ROADS

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

TASK AGREEMENT NO. 1

Apache County
And
Bureau of Indian Affairs Division of Transportation Chinle Agency

Task Agreement No. 1, herein referred to as Agreement, a partnership established between Apache County and Bureau of Indian Affairs (BIA) Division of Transportation (DOT) Chinle Agency.

PURPOSE:

The purpose of this Agreement is for full dirt road blading services that may include minor washouts and roadside erosional backfill repairs and snow removal at the discretion of Apache County on the routes listed in the Task Agreement No. 1.

DURATION:

The duration of this Agreement shall be December 31, 2015. Apache County may renew this Agreement for an additional two year period by notifying the parties hereto in writing.

FINANCING:

There is no exchange in funds between both parties under this Task Agreement 1.

BIA shall provide one (1) motor grader, all diesel fuel for the operations of one (1) said motor grader, and maintenance upkeep for one (1) said motor grader.

APACHE COUNTY shall provide one (1) heavy equipment operator for the duration of this Agreement; Apache County shall secure all necessary funding as salary for this one (1) said heavy equipment operator.

SCOPE OF MAINTENANCE:

BIA DOT Chinle Agency is requesting dirt road blading support on the following routes:

ROUTE	MILEAG E	ROUTE	MILEAG E	
N7	14.1	N8086	17.6	
N26	8.6	N8087	2.8	
N8015	13.3	N8092	1.1	
N8016	6.3	N8094	11.6	
N8017	4.5			
	<hr/>		<hr/>	
	46.8		33.1	GRAND TOTAL
				79.9 Miles

BIA shall provide one (1) portable 2-way radio for communication purposes to the Apache County provided heavy equipment operator. Also, all BIA DOT heavy equipment insurance coverage for road maintenance related activities shall be updated and current. BIA shall provide a tentative schedule and process/procedure/inspection for maintenance of all designated routes within this agreement. BIA will be responsible for equipment

storage at designated locations. Furthermore, BIA will maintain liability of all routes under this said agreement; routes will remain as BIA inventory.

APACHE COUNTY shall provide dirt road blading services to BIA standards on designated routes listed in this agreement. Minor washout repairs and roadside erosional backfill may be completed at the discretion of Apache County. Snow removal duties shall be completed at the sole discretion of Apache County on the above listed routes with BIA DOT provided resources, i.e., motor grader and/or snow plow truck. The one (1) said employee shall report to Apache County respective office(s)/personnel. Apache County heavy equipment operator shall maintain a BIA DOT Construction Activity report documenting each day's task and progress.

TERMINATION AND/OR RENEWAL:

This agreement is effective until December 31, 2015. However, Apache County may renew this agreement for an additional two years by notifying the parties hereto in writing.

This Agreement may be terminated at any time by either party, Apache County or BIA DOT Chinle Agency.

INDEMNIFICATION:

The BIA will retain responsibility and liability for the design, construction and signage of the specified roads. The County will be liable only for the damages caused by its negligence in performing the maintenance activities as specified in this Task Agreement and as determined in accordance with Arizona law. The County will be allowed to place signs at the beginning and end of each specified road that it reasonably believes will limit its liability under this Task Agreement.

By entering into this Task Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

INSURANCE:

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

ACCEPTED AND APPROVED:

By _____ Date _____
APACHE COUNTY, BOARD OF SUPERVISORS, CHAIRMAN

By _____ Date _____
HERBY LARSEN, ACTING DIVISION MGR., BIA NAVAJO REGION

Notice of Public Hearing

The Apache County Board of Supervisors will hold a public hearing followed by discussion and possible action regarding approval of adding to the Apache County Road Maintenance System, Roads N3119, N3120 and N3114. The estimated cost is \$115,173. The public hearing will be held on January 7, 2014 at 8:30 a.m. in the Board of Supervisors Meeting Room, 75 West Cleveland Street, St. Johns, Arizona. All persons desiring to object to the action requested in the recommendation or petition to file with the Board of Supervisors a statement in writing setting forth their objection or opposition, and to show cause why the recommendation or petition should not be granted. Objections may be submitted to the Clerk of the Board, P.O. Box 428, St. Johns, Arizona 85936 or in person at 75 West Cleveland Street, St. Johns, Arizona.

Please run in legal section December 20 & 27, 2013

3. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.

4. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Order by submitting a written request to: Jacqueline Kozlik, Office of the Attorney General, 2323 N. Waggreens Street, Suite 100, Flagstaff, Arizona 86004. The assigned case manager is Rhonda Collins and may be reached by telephone at (928) 337-9150.

5. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 337-7555.

6. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 26th day of November, 2013.

THOMAS C. HORNE

Attorney General

Jacqueline Kozlik

Assistant Attorney General

12/6, 12/13, 12/20, 12/27/13

CNS-2563152#

WHITE MOUNTAIN INDEPENDENT

Published in the White Mountain Independent December 6, December 13, December 20, December 27, 2013

WMI 7976, A, 4x, 12/6, 12/13, 12/20, 12/27/13e

NOTICE OF TRUSTEE'S SALES #: 006754-AZ Order #: 1518446 The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 8/2/2007 and recorded on 8/15/2007, as Instrument # 2007-007913, in the office of the County Recorder of Apache County, Arizona, at public auction to the highest bidder at the below date, time and place. **PARCEL 1: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 24 EAST APACHE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: BEGINNING AT A 2 INCH ALUMINUM CAP STAMPED RLS 7334 WHICH IS THE CENTER QUARTER CORNER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA; THENCE SOUTH 00 DEGREES 23'54" WEST A DISTANCE OF 326.08 FEET TO A 2 INCH ALUMINUM CAP STAMPED RLS 7334; THENCE NORTH 88 DEGREES 53'59" WEST A DISTANCE OF 1335.69 FEET TO A 2 INCH ALUMINUM CAP STAMPED RLS 7334, ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 17'24" EAST A DISTANCE OF 326.08 FEET TO THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 54'00" EAST A DISTANCE OF 1336.31 FEET TO THE POINT OF BEGINNING. **PARCEL 2: THE EAST 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT A 3 INCH ALUMINUM CAP STAMPED L.S. 11758, WHICH IS THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA; THENCE NORTH 00 DEGREES 23'06" EAST ALONG THE MID-SECTION LINE A DISTANCE OF 2057.64 FEET TO THE CENTER LINE OF APACHE COUNTY HIGHWAY NO. 3144, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTER LINE OF SAID HIGHWAY, SOUTH 76 DEGREES 19'42" WEST A DISTANCE OF 304.92 FEET; THENCE NORTH 00 DEGREES 23'54" EAST A DISTANCE OF 347.76 FEET TO A 2 INCH ALUMINUM CAP STAMPED LS 7334; THENCE SOUTH 88 DEGREES 53'59" EAST TO THE MID-SECTION LINE A DISTANCE OF 295.79 FEET TO A 2 INCH ALUMINUM CAP STAMPED LS 7334; THENCE SOUTH 00 DEGREES 23'54" WEST A DISTANCE OF 270.01 FEET TO THE POINT OF BEGINNING. COUNTY ASSESSOR'S TAX PARCEL NUMBER: 106-22-027L STREET ADDRESS OR IDENTIFIABLE LOCATION: 619 APACHE COUNTY ROAD 3144 SHOW LOW, ARIZONA 85901 Further information related to the sale and the Subject Real Property will be made available to the public through www.ipsasep.com. In accordance with A.R.S. Section 33-808(B) the time of sale will be between 9****

OF PERSONAL REPRESENTATIVE IN THE MATTER OF THE ESTATE OF: DONNA I. PRECKSHOT, Deceased. Notice is hereby given to creditors of the above captioned that Shawn Longleather has been appointed as Personal Representative to said estate. Notice is also give to said creditors that unless they present their claims within the time prescribed in A.R.S. §14-3803(A), their claims are forever barred. DATED this 14 day of November, 2013. /s/ R. John Lee R. John Lee Attorney for Personal Representative

Published in the White Mountain Independent December 13, December 20, December 27, 2013

WMI 7989, A, 3x, 12/13, 12/20, 12/27/13

Notice of Public Hearing
The Apache County Board of Supervisors will hold a public hearing followed by discussion and possible action regarding approval of adding to the Apache County Road Maintenance System., Roads N3119, N3120 and N3114. The estimated cost is \$115,173. The public hearing will be held on January 7, 2014 at 8:30 a.m. in the Board of Supervisors Meeting Room, 75 West Cleveland Street, St. Johns Arizona. All persons desiring to object to the action requested in the recommendation or petition to file with the Board of Supervisors a statement in writing setting forth their objection or opposition, and to show cause why the recommendation of petition should not be granted. Objections may be submitted to the Clerk of the Board, P.O. Box 428, St. Johns, Arizona 85936 or in person at 75 West Cleveland Street, St. Johns, Arizona.

Published in the White Mountain Independent December 20, December 27, 2013

WMI 7990, A, 2x, 12/20, 12/27/13

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF APACHE
Case Number: CV2009-181
SHERIFF'S NOTICE OF SALE OF REAL PROPERTY ON A WRIT OF SPECIAL EXECUTION
River Meadows Ranch Property Owners Association, Inc., an Arizona non-profit corporation, Plaintiff, vs. Suzanne Washington; JOHN DOES I-V, inclusive; JANE DOES I-V, inclusive; BLACK CORPORATIONS I-V, inclusive; WHITE PARTNERSHIPS I-V, inclusive; Unknown Heirs and Devises of each of the above-named Defendants, if deceased Defendant.
STATE OF ARIZONA }
COUNTY OF APACHE }

A Judgment in this action was entered by the Clerk on the appropriate dockets in this court against the Judgment Debtors whose names appear above:

Whereas Judgment in this action was entered against the Defendant, Suzanne Washington. The total now due on said judgment is \$7,150.09, (not including post-judgment interest), plus Sheriff's fees.

A Writ of Special Execution has been issued to the Sheriff of Apache County, Arizona, directing him/her to seize and sell the real property described as:

* Parcel number: 204-65-184
* Legal description: Tract 184, River Meadow Ranch Unit III, according to Book 9 of Land Surveys, Pages 6, records of Apache County, Arizona Excepting all oil, gas, coal and other minerals whatsoever underlying or appurtenant to said land.

PUBLIC NOTICE IS HEREBY GIVEN that I sell to the highest bidder for lawful money of the United States, all of the right title, and interest of Defendant to the above described real property on the 14th day of January, 2014 at 10:05 a.m. at the front doors of the Apache County courthouse in St. Johns, Arizona, located at 70 West 3rd South in St. Johns, AZ, in Apache County.

Notice to Judgment Debtor
Title 33, Chapter 8, Article 1 of the Arizona Revised Statutes, may permit you to protect your residence from certain types of legal process by recording a claim of homestead. If you are in doubt as to your rights, you should obtain legal advice.

Dated this 4th day of December 2013.
Joseph Dedman Jr., Sheriff of Apache County
BY: /s/ Deputy V. Casillas #A-23
Deputy V. Casillas #A-23
Civil Division

Published in the White Mountain Independent December 20, December 27, January 3, January

PUBLIC NOTICE IS HEREBY GIVEN that I sell to the highest bidder for lawful money of the United States, all of the right title, and interest of Defendant to the above described real property on the 14th day of January, 2014 at 10:05 a.m. at the front doors of the Apache County courthouse in St. Johns, Arizona, located at 70 West 3rd South in St. Johns, AZ, in Apache County.

Notice to Judgment Debtor
Title 33, Chapter 8, Article 1 of the Arizona Revised Statutes, may permit you to protect your residence from certain types of legal process by recording a claim of homestead. If you are in doubt as to your rights, you should obtain legal advice.

Dated this 4th day of December 2013.
Joseph Dedman Jr., Sheriff of Apache County
BY: /s/ Deputy V. Casillas #A-23
Deputy V. Casillas #A-23
Civil Division

Published in the White Mountain Independent December 20, December 27, January 3, January 10, January 17, 2014

WMI 7998, A, 5x, 12/20, 12/27, 1/3, 1/10, 1/17/14

Notice of Trustee's Sale Recorded on: 10/30/2013 TS No. : AZ-13-588070-CL Order No.: 130157881-AZ-APO The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 9/25/2006 and recorded 9/29/2006 as Instrument 2006-01377, in the office of the County Recorder of APACHE COUNTY, Arizona at public auction to the highest bidder: Sale Date and Time: 2/7/2014 at 11:00 AM Sale Location: At the front entrance to the Apache County Courthouse, Corner of the 3rd South Street & 1st West Street, located at 70 West 3rd Street St. Johns, AZ 85936 Legal Description: LOT 14, CEDAR RIDGE, ACCORDING TO BOOK 7 OF TOWN-SITE MAPS, PAGE 17, RECORDS OF APACHE COUNTY, ARIZONA. Purported Street Address: 70 S ASPEN, EAGAR, AZ 85925 Tax Parcel Number: 104-64-014 0 Original Principal Balance: \$127,000.00 Name and Address of Current Beneficiary: JPMorgan Chase Bank, National Association C/O JP Morgan Chase Bank, N.A. 600 Brookside Boulevard Westerville, OH 43081 Name(s) and Address(s) of Original Trustor(s): JEFFREY T LESTER AND CODY C. LESTER, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP 70 SOUTH ASPEN, EAGAR, AZ 85925-9816 Name and Address of Trustee/Agent: Quality Loan Service Corporation 2141 5th Avenue, San Diego, CA 92101 Phone: (866) -645-7711 Sales Line: 714-730-2727 Login to: www.ipsasap.com AZ-13-588070-CL The successor trustee qualifies to act as a trustee under A.R.S. §33-803(A)(1) in its capacity as a licensed Arizona escrow agent regulated by the Department of Financial Institutions. If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. **QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE AS** required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. TS No. AZ-13-588070-CL Dated: 10/29/2013 QUALITY LOAN SERVICE CORPORATION By: Tanisha Lindsay, Assistant Secretary State of California County of: San Diego On 10/29/2013 before me JANETH SALAS AGUILAR, a notary public, personally appeared Tanisha Lindsay who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her, their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify unde PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature JANETH SALAS AGUILAR Commission No. 1997798 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY M; Comm. Expires 11/1/2016 IDSPub #005971; 12/20/2013 12/27/2013 1/3/2014 1/10/2014

Published in the White Mountain Independent December 20, December 27, January 3, January 10, 2014
WMI 8000, A, 4x, 12/20, 12/27, 1/3, 1/10/14e



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby

Engineering

Date: 11/25/13 Signature: *Jamie Kern*

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

Request discussion of possible approval of adding to Apache County Road Maintenance System County Roads 3119, 3120 and 3114.

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

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

Resolution # 2013- ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE
COUNTY, ARIZONA, ADOPTING THREE COUNTY ROADS INTO THE
APACHE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROADS
3114, 3119, AND 3120**

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges these roads were laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Roads 3114, 3119, and 3120 be adopted into the Apache County Road Maintenance System and be maintained as public roadways.

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

APACHE COUNTY BOARD OF SUPERIVOSRS

By: _____

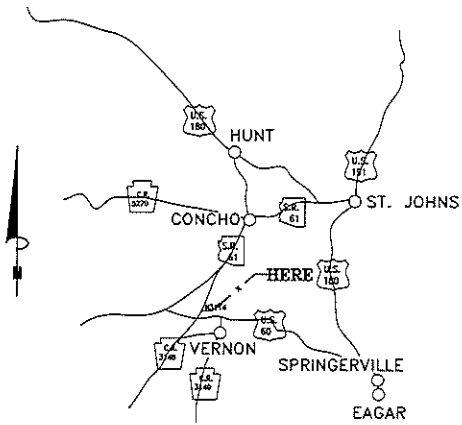
Tom White
Chairman of the Board

ATTEST:

Delwin Wengert, Clerk of the Board

Apache County Roadway N3114

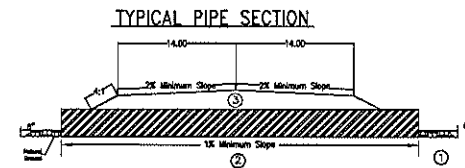
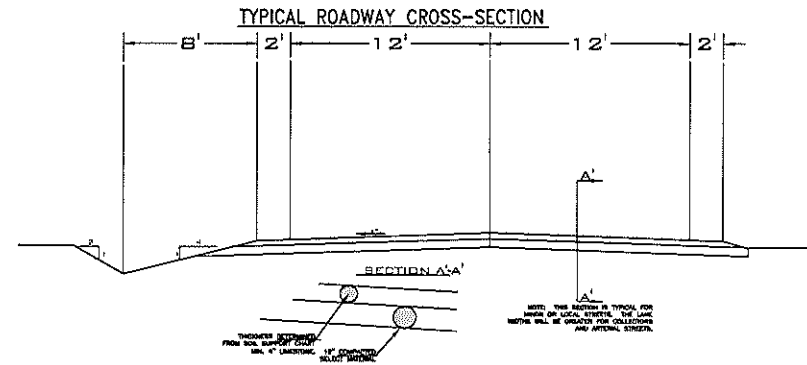
TN.10N., RG.24E., SEC.11
 GILA & SALTRIVER BASE AND MERIDIAN
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA



SITE LOCATION

LEGEND

X	GROUND ELEVATION
—	TOPO LIMITS
— OVP — OVP —	OVERHEAD POWER
—	EXISTING EDGE OF ROAD
—	5' CONTOUR LINES
—	1' CONTOUR LINES
x — x —	EXISTING FENCE LINE
—	FLOW LINE LOW POINT
- - -	EASEMENT LINE



- Note: Drainage Pipe Placement
- ① Set Inlet & Outlet 6" Below Natural Ground Surface.
 - ② From Inlet To Outlet Of Pipe, Use A Minimum Of 1% Slope Or Follow Natural Ground Contour.
 - ③ Cover Above Pipe Should Be A Minimum Of 1 Foot.
 - ④ Field Fit Culverts As Needed Along Project Limits

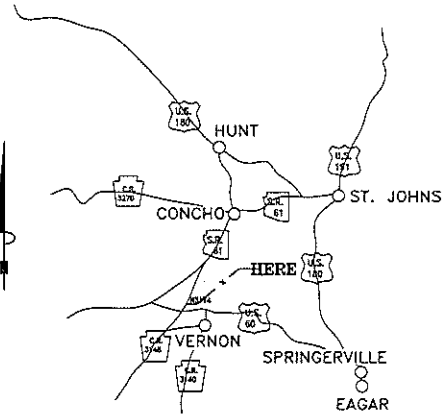


0 OF 6	1/12/15	D.B.	Apache County Roadway N3114 COVER SHEET AND DETAIL SHEET APACHE WOODLAND ESTATES VERNON, ARIZONA
		F.C.	
		F.C.	

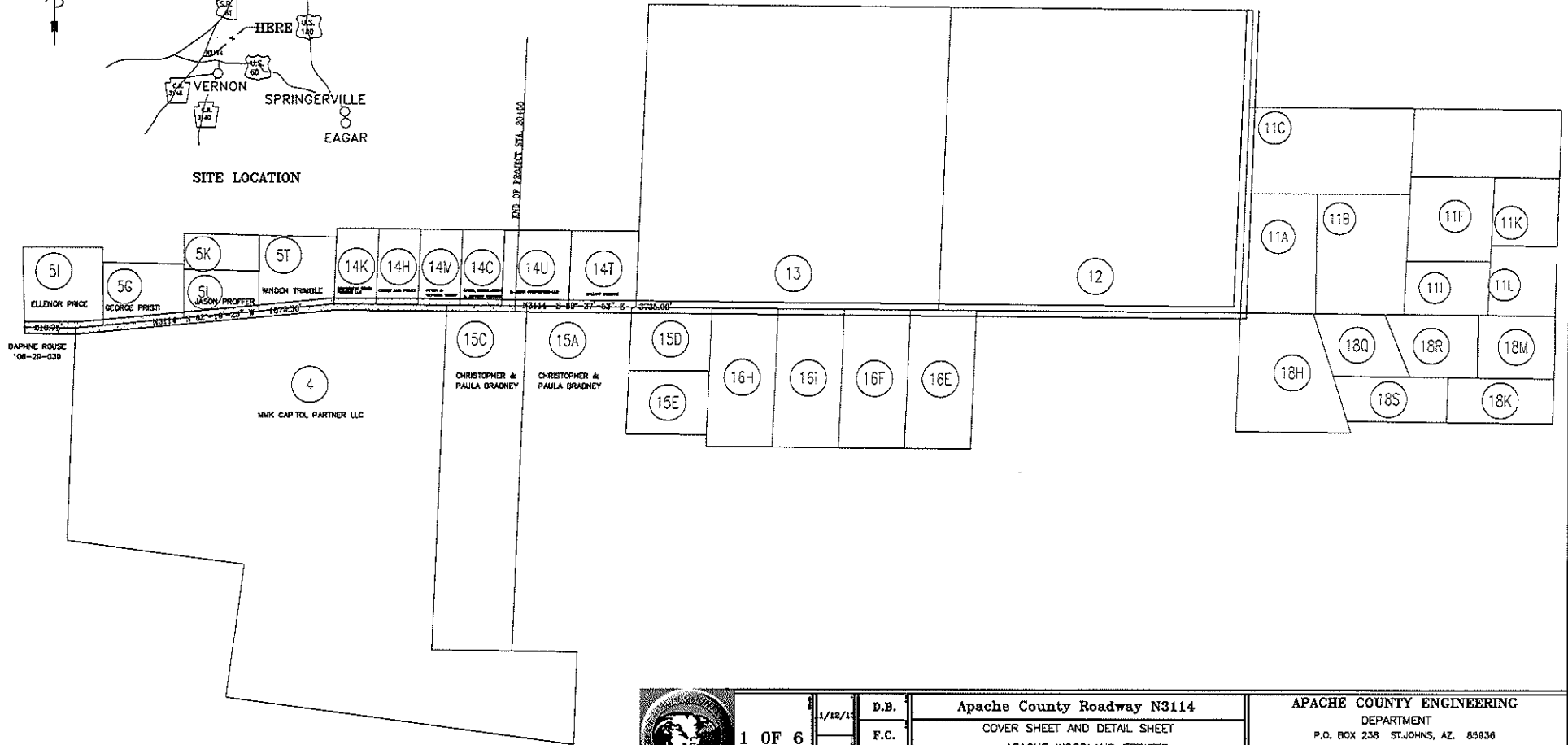
APACHE COUNTY ENGINEERING
 DEPARTMENT
 P.O. BOX 238 ST. JOHNS, AZ. 85936
 TELEPHONE: 928-337-7528 FAX: 928-337-2062

Apache County Roadway N3114

TN.10N., RG.24E., SEC.11
 GILA & SALTRIVER BASE AND MERIDIAN
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA
 PARCEL MAP 106-68



SITE LOCATION



1 OF 6

1/12/11	D.B.
	F.C.
	F.C.

Apache County Roadway N3114

COVER SHEET AND DETAIL SHEET

APACHE WOODLAND ESTATES
 VERNON, ARIZONA

APACHE COUNTY ENGINEERING

DEPARTMENT

P.O. BOX 238 ST. JOHNS, AZ. 85036

TELEPHONE: 928-337-7528 FAX: 928-337-2062

County Road 3114

ORDER OF MAGNITUDE COST ESTIMATE

September 16, 2013

Roadway Buildup & Drainage Improvements: County Standards

<u>item #</u>	<u>item</u>	<u>quantity</u>	<u>unit</u>	<u>unit cost</u>	<u>amount</u>
1	Roadway Survey	1	LS	\$ 1,500	\$ 1,500
2	Construction Staking	1	LS	\$ 1,000	\$ 1,000
3	Pit Run Cinder Material	3,000	ton	\$ 2.00	\$ 6,000
4	Limestone Cap Material	1,000	ton	\$ 2.50	\$ 2,500.00
5	Placement: Pit Run & Cap	4,000	ton	\$ 2.50	\$ 10,000
6	Transportation: Pit Run & Cap	4,000	ton	\$ 2.50	\$ 10,000
7	Culverts; (4) 24-inch Dia.	80	LF	\$20.00	\$ 1,600
				Subtotal =	\$ 32,600
				25% Contingency =	\$ 4,890
				TOTAL =	\$ 37,490

Survey staking and property boundary establishment along N3114 approximately 1850-linear feet (approx .35 miles) east of CR 3148. Raise roadway elevation by placement of approximately 3,000 tons of pit run 2-inch minus cinders approximately 24-feet wide 12-inches deep with 2-foot sloped shoulders each side of roadway. Placement of Limestone capped material 4-inches deep. Install culverts as needed. Pit run material will be hauled from the County cinder pit located along Stanford approx. 7 miles from the project site. Limestone material hauled from St. Johns pit.

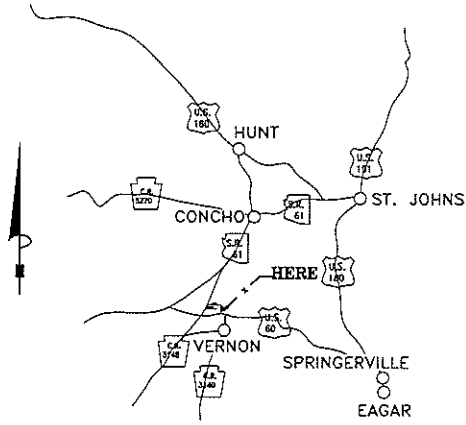
OPTIONAL: On-site construction staking as needed for cinder placement along the horizontal and verticle plane aas well as spot locations for under-raodway culvert flow line elevations.

Apache County Roadway N3119 & N3120

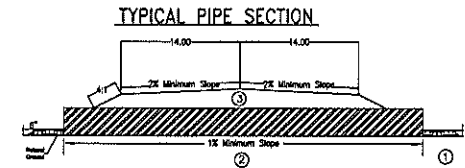
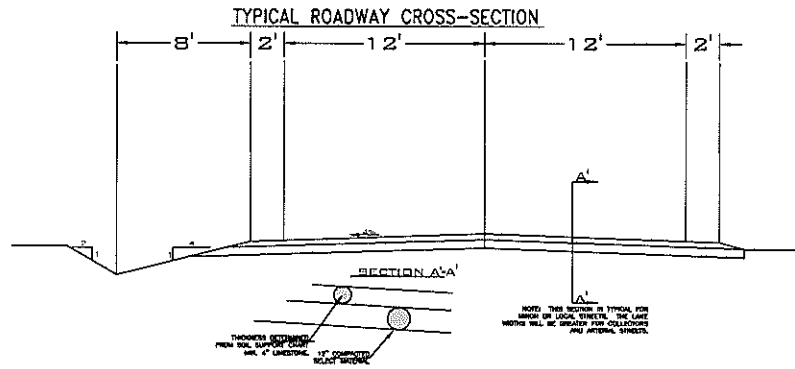
TN.10N., RG.24E., SEC.12

GILA & SALTRIVER BASE AND MERIDIAN
THE WILDERNESS SUBDIVISION

VERNON, ARIZONA



SITE LOCATION



Note: Drainage Pipe Placement

- ① Set inlet & outlet 6" Below Natural Ground Surface.
- ② From Inlet To Outlet Of Pipe, Use A Minimum Of 1% Slope Or Follow Natural Ground Contour.
- ③ Cover Above Pipe Should Be A Minimum Of 1 Foot.
- ④ Field Fit Culverts As Needed Along Project Limits



1 OF 2

1/21/12

D.B.

F.C.

F.C.

Apache County Roadway N3119 & N3120

COVER SHEET AND DETAIL SHEET

THE WILDERNESS SUBDIVISION

VERNON, ARIZONA

APACHE COUNTY ENGINEERING
DEPARTMENT

P.O. BOX 238 ST. JOHNS, AZ. 85036
TELEPHONE: 928-337-7528 FAX: 928-337-2062

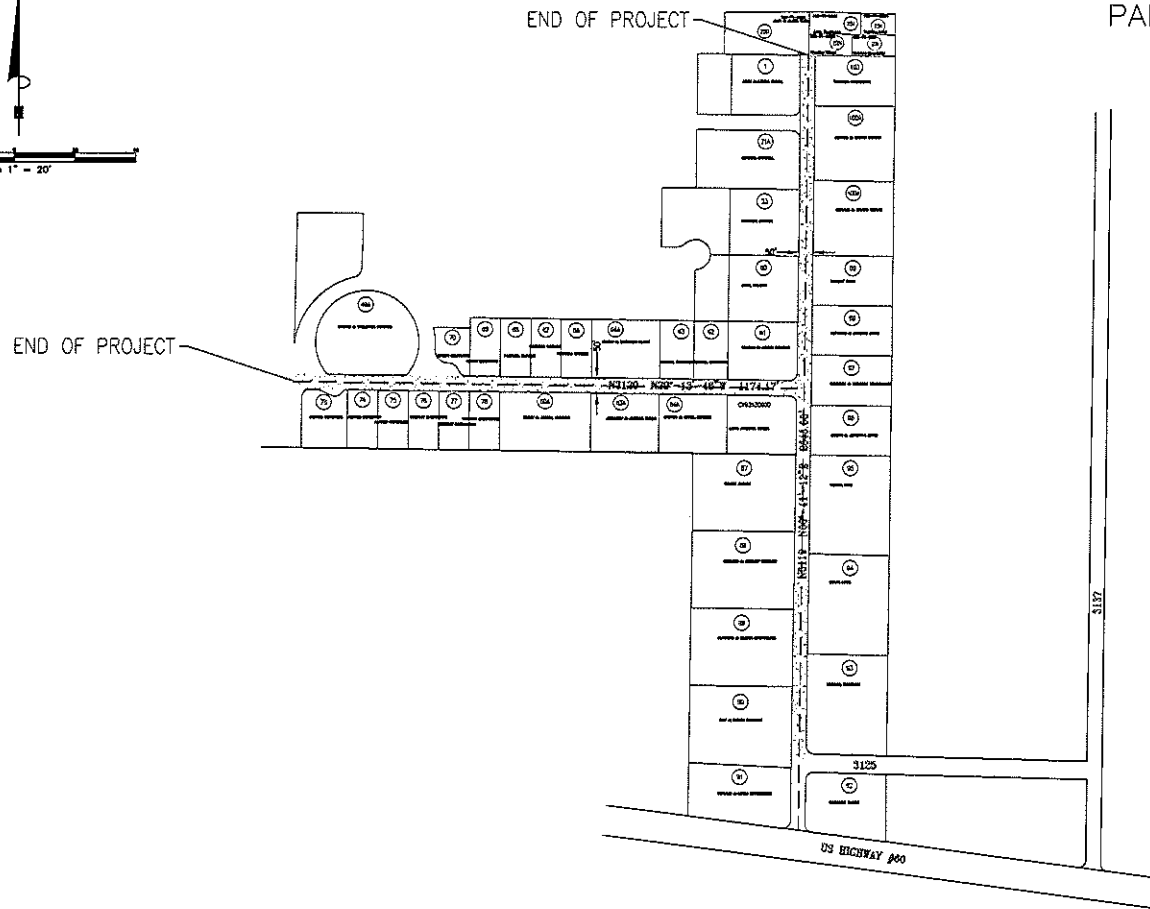
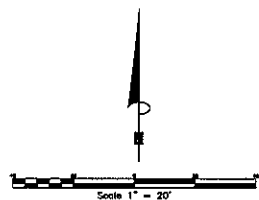
Apache County Roadway N3119 & N3120

TN.10N., RG.24E., SEC.12

GILA & SALTRIVER BASE AND MERIDIAN
THE WILDERNESS SUBDIVISION

VERNON, ARIZONA

PARCEL MAP 106-70



2 OF 2	1/21/15	D.B.
	F.C.	F.C.
	F.C.	F.C.

Apache County Roadway N3119 & N3120
COVER SHEET AND DETAIL SHEET
THE WILDERNESS SUBDIVISION
VERNON, ARIZONA

APACHE COUNTY ENGINEERING
DEPARTMENT
P.O. BOX 238 ST. JOHNS, AZ. 85638
TELEPHONE: 928-337-7528 FAX: 928-337-2062

N-County Roads 3119, 3120, 3121,3123, 3124, 3125

ORDER OF MAGNITUDE COST ESTIMATE

September 18, 2013

Roadway Buildup & Drainage Improvements

<u>item #</u>	<u>item</u>	<u>quantity</u>	<u>unit</u>	<u>unit cost</u>	<u>amount</u>
1	Roadway Survey	-	LS	\$ 1,500	\$ -
2	Construction Staking	1	LS	\$ 2,000	\$ 2,000
3	Pit Run Cinder Material	2,300	ton	\$ 2.50	\$ 5,750
4	Limestone Cap Material	2,300	ton	\$ 5.00	\$ 11,500
5	Placement	4,600	ton	\$ 6.00	\$ 27,600
6	Transportation	4,600	ton	\$ 4.50	\$ 20,700
				Subtotal =	\$ 67,550
				25% Contingency =	\$ 10,133
				TOTAL =	\$ 77,683

Construction staking along N3119 & 3120, approximately 4225- linear feet (.80 miles) within the Wilderness Area Subdivision, just North of Hwy 60 in the Vernon area. Raise roadway elevation by placement of approximately 4600 tons of pit run 2-inch minus cinders approximately 24-foot wide w/2-foot shoulders either side 4-inches deep with a 4-inch deep cap material. Install culverts as needed. Sub-grade material will be hauled from the County cinder pit located along Stanford Rd with cap material hauled from limestone pit located in St. Johns.

OPTIONAL: On-site construction staking as needed for cinder placement along the horizontal and verticle plane aas well as spot locations for under-raodway culvert flow line elevations.

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
December 17, 2013
St. Johns, Arizona

Present were, Chairman Tom M. White, Jr. and Supervisor Joe Shirley, Jr. Also present, County Manager/Clerk of the Board, Delwin Wengert and County Attorney Michael Whiting. Vice Chairman Barry Weller was excused from the meeting.

Chairman White called to order the Board of Supervisors meeting and the Public Health District meeting at 8:50 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Ferrin Crosby gave the invocation.

Milton Ollerton led the Pledge of Allegiance.

Chairman White called for the Health District items.

Chris Sexton, Health Director, requested approval to enter into an Agreement with the Round Valley Senior Center for transportation of Well Woman Health Check clients to and from the health clinic. **Mr. Shirley moved approval, seconded by Mr. White.** Motion passed.

Chris Sexton, Health Director requested approval of Modification #2 and extension of the Arizona Nutrition Network sub-contract with the University of Arizona. **Mr. Shirley moved approval, seconded by Mr. White.** Motion passed.

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

Chairman White called for the regular agenda items.

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

Mr. Wengert presented the Consent Items. A-H. **Mr. Shirley moved approval, seconded by Mr. White.** Motion passed. County Manager/Clerk of the Board: A. Request approval of minutes dated December 3, 2013. B. Request approval of demands dated December 3, 2013 to December 17, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount SMITH PIPE AND STEEL CO 2,358.78 AMERICAN FAMILY LIFE ASSURANCE 1,194.12 APACHE COUNTY MEDICAL 143,608.00 APACHE COUNTY TAX WITHHOLDING 127,898.13 AZ STATE RETIREMENT SYSTEM 85,355.65 COLONIAL LIFE AND ACCIDENT INS 1,291.45 CORRECTIONS OFFICER RET PLAN 8,932.41 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,497.64 MERITAIN HEALTH FLEXIBLE SPENDING 1,144.96 MUTUAL OF OMAHA 1,214.61 NATIONWIDE 1,355.00 PUBLIC SAFETY PERSONNEL 401 14,631.77 PUBLIC SAFETY SHERIFF RET

29,376.01 SECURITY BENEFIT GROUP 1,546.00 SUPPORT PAYMENT
CLEARINGHOUSE 2,701.09 ALLEGRA 2,731.51 AZ ASSN OF COUNTY SCHOOL
SUPERINTENDENTS 2,800.00 BRADCO 54,041.28 FERRELLGAS 1,782.88
GRAVES PROPANE CO INC 1,377.37 HOTEL CASCADA 3,631.47 HWY 64 TRUCK &
AUTO SALVAGE 1,650.00 INGRAM LIBRARY SERVICES 1,271.85 INVENTORY
TRADING COMPANY 2,868.00 ITSECUREONE 4,267.02 J-MAR AND ASSOCIATES INC
1,582.32 LAW OFFICE OF MARSHA GREGORY 8,500.00 LITTLE COLORADO
BEHAVIORAL HEALTH CENTERS INC 1,244.02 MERCK SHARP & DOHME CORP
2,543.96 MR BUBBLES 4,731.91 PERFECT PRINTZ LLC 3,172.03 QUILL CORP
3,411.15 R AND B TREE REMOVAL 9,850.00 RUSH TRUCK CENTER 2,355.45
SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE 4,125.00 TEEN CHALLENGE OF
ARIZONA INC 1,600.00 THE AARONS COMPANY LLC 3,000.00 THOMSON REUTERS
WEST 5,505.02 TREZISE, MASON WADE 2,355.15 VERITAS RESEARCH CONSULTING
2,595.09 VERIZON WIRELESS 2,285.07 TRINITY SERVICES GROUP INC 14,477.62
AZ COUNTIES INSURANCE POOL 1,118.00 AZ SECRETARY OF STATE 2,835.00
BAKER'S OFFICE CITY 2,345.08 BILLS DISCOUNT AUTO PARTS (NAPA) 1,021.47
BLUE HILLS ENVIRONMENTAL 32,193.22 BRADCO 29,869.99 BREWER LAW OFFICE
PLLC 1,210.00 CDW GOVERNMENT LLC 1,752.34 CREATIVE DATA PRODUCTS
2,770.71 DAVID J MARTIN PLLC 4,031.65 DELL COMPUTER CORPORATION 2,631.65
EMERY K LA BARGE ATTORNEY AT LAW 1,116.50 FRONTIER 1,003.02 FRONTIER
1,079.37 GALL'S INC 3,208.44 GOLIGHTLY TIRE 11,794.88 HILLYARD INC 2,030.99 J P
SALES & SERVICE INC 3,128.90 JCG TECHNOLOGIES INC 3,206.13 KATHLEEN M
MCGUIRE PSY D LLC 2,130.00 L R INVESTIGATIONS LLC 1,260.00 LIBERTY FENCE
AND SUPPLY 2,102.32 LOWES #24 1,212.74 NAVOPACHE ELECTRIC COOPERATIVE
8,074.50 NOVARTIS VACCINES AND DIAGNOSTICS INC 1,231.80 PLATT, MARCOR B
7,583.12 QUILL CORP 1,764.91 RUSH TRUCK CENTER 13,113.02 SCHIFF, LAURENCE
1,000.00 SIERRA PROPANE 1,215.43 SOURCECORP 14,266.61 ST JOHNS CITY
1,205.84 ST LOUIS UNIVERSITY 1,650.00 TYCO INTEGRATED SECURITY LLC
1,175.00 VALLEY AUTO PARTS 2,895.43 VERITAS RESEARCH CONSULTING 1,335.00
WAGNER EQUIPMENT CO 1,047.05 AZ DEPT OF RISK MANAGEMENT 2,342.80
BASHAS' CORPORATE OFFICE 24,107.00 UNIVERSAL FLEET CARD 2,062.27 C.

District II: Request authorization to purchase turkeys/hams for District II Senior Citizens Centers at a not to exceed cost of \$2,000 total. Personnel Items: D. Probation Services: Request authorization to remove Tammi Jo Anders from probationary status effective October 23, 2013 with the 2.5% end of probation increase. E. District II: Request authorization to remove Lewis Shirley from probationary status effective October 15, 2013 with the 2.5% end of probation increase. Community Development: F. Request approval of a Final Plat for Greer Lodge Condominium. The Property is located in Greer, Arizona, Apache County Road 1120, parcel #102-11-026C. Engineering Department: G Pursuant to Human Resources Policy 5.16 and ARS 38-528.03 it is hereby requested approval of assigned vehicles be reviewed and approved. Human Resources Department: H. Notification to the Board of Supervisors of the increase by the State of Arizona of the minimum wage for 2014. The new wage will increase by .10 cents per hour to a total of \$7.90 per hour. Currently there are no employees at an hourly level less than the new minimum wage and therefore there is not a necessity for wage adjustments for any employees.

Bruce Greco with the Arizona Prescribed Fire Council presented an overview of the creation of the council and recent activities. No action was needed or taken.

Recorder Lenora Fulton stated that since Supervisor Weller was not present, she would wait until all three supervisors were in attendance to present her intention to move the Election Department under the Recorder's Office. Chairman White tabled the item.

Mr. Wengert presented the item requesting appointment of the 2014 Board of Supervisors' Chairman of the Board and Vice Chairman of the Board. **Mr. Shirley nominated Mr. White as Chairman for 2014, seconded by Mr. White. Motion passed. Mr. White nominated Mr. Weller to continue as Vice Chairman for 2014, seconded by Mr. Shirley. Motion passed.**

Chief Deputy Sheriff, Brannon Eagar requested approval of a Memorandum of Understanding/Agreement between the Arizona Public Safety Procurement Program and the Arizona State Plan of Operation. Chief Eagar stated that the agreement allows law enforcement to utilize excess Department of Defense property under the Federal 1033 Program. **Mr. Shirley moved approval, seconded by Mr. White. Motion passed.**

County Attorney Michael Whiting provided notification that the Apache County Anti-Racketeering and Corrupt Organization Fund established pursuant to A.R.S. 13-2301 et, seq., will be transferred from the Apache County Treasurer's Office to National Bank of Arizona, along with related funds. No action was needed or taken.

Mr. Wengert, on behalf of Malena Bazarro, Grants Manager, requested approval of an agreement between the National Forest Service and Apache County to complete hazardous fuels treatment on the Benny Creek project in Greer, Arizona. Project costs are not to exceed \$12,000. Mr. Shirley asked what the funding source would be. Mr. Wengert stated that the money would be taken from contingency. **Mr. Shirley moved approval, seconded by Mr. White. Motion passed.**

Mr. Shirley moved to adjourn the meeting, seconded by Mr. White. Motion passed.

Approved this 7th day of January, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

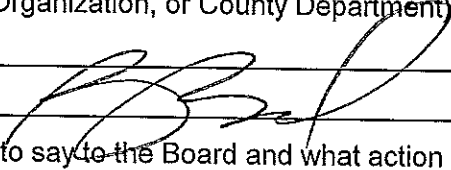
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

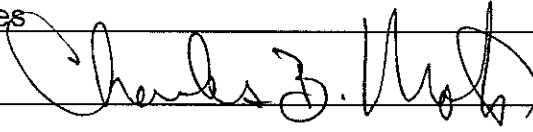
/ /Approved / /Disapproved / /Deleted / /Continued to: _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

Date/Signature: 12/18/2013



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

Probation Services requests authorization to release Paulette Davis from probationary status effective 12/29/13, with the standard 2.5% increase.

Date & Time Needed:

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: 12/24/2013

Signature: _____

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

District II request authorization to remove Wilburt Smith from probationary status effective January 01, 2014. With the 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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: DISTRICT II

Date: 12/30/2013 **Signature:** _____ per STW (verbal) _____

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

District II request authorization for Brian Owens salary to remain as is, he has moved from Facility/Construction Worker II \$24,704 to a vacant Road Maintenance Worker II \$24, 101. This moved has resulted in \$603 pay difference; we ask that his salary remain as \$24,704.

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: District One

Date: December 30, 2013

Signature: *[Handwritten Signature]*

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

District One requesting authorization to convert the position Secretary (range 20) back to Custodian/Groundsworker (range 18) and fill the vacancy. This position was converted to a Secretary position on July 9, 2013, and would like to convert it back to the original position of Custodian/Groundsworker.

Date & Time Needed: December 30, 2013

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 11/12/13 Signature:



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

Consideration and possible approval to re-appoint Tom Tilford and Patsy Plant as Planning and Zoning Commission members.

Date and/or Time Needed: __12/3/13

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 of Clerk of the Board: _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 12/26/2013 Signature: 

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

Consideration and possible approval of a reversion to acreage for Jorjanna VanSteenberg to combine two lots in Hacienda San Juan, Lots 281 & 282. Property is located near St. Johns, AZ. 203-50-281 & 203-50-282

Date and/or Time Needed: 1/7/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____

APACHE COUNTY, ARIZONA REVERSION TO ACREAGE APPLICATION

Owner/Applicant name: Jorjanna VanSteenberg

Address: 1022 Federal St, Toronto, OH 43964-1144

Telephone: 740-219-1306

- Description of "Reversion to Acreage" requested: Consider and possibly approve a reversion to acreage for Jorjanna VanSteenberg to combine two lots in Hacienda San Juan, Lots 281 & 282. Property is located near St. Johns, AZ. 203-50-281 & 203-50-282

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

Assessor's Parcel Number: 203-50-281 & 203-50-282

Legal description or location of applicable property: Sec 25 T13N R 27E

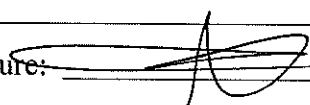
Special conditions and uses adjoining this property that lends favor to the acceptance of this request:

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

Date: 12/5/2013

Commission Action: Approved

Comments: _____

Planning & Zoning Commission Signature:  Date: 12/5/13

Board of Supervisors Action: _____

_____ Date: _____

_____ Date: _____
County Supervisor

ATTEST: _____ Date: _____
County Clerk



LOT COMBINATIONS APPLICATION

APPLICANT

Name Jorjanna VanSteenberg

Mailing Address
1032 Federal St
Toronto OH 43904-1144

Contact Person Jorjanna VanSteenberg

Phone 740 219 1306 Fax _____

Email Stacy Waite 928 245 7040 (surveying)

PROPERTY INFORMATION

Assessor's Parcel #'s 203-50-281
203-50-282

Township 13N Range 27E Section 25

Subdivision Hacienda San Juan

Unit # _____ Lot # 281/282

Address/Location St. Johns AZ

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

Signature of Applicant _____
 Signature of Property Owner (if not the applicant) _____
 Date 11/28/13

LOT COMBINATION REQUEST

Please provide the intentions of the owner for the property.

Combining lots into one
parcel, per mortgage lender,
for resale of property.
Resident is located on these lots

TREASURER

Paid/Updated Taxes
 Signature Gina Adams Date 11.14.13
Taxes due for 2013

OFFICE USE ONLY

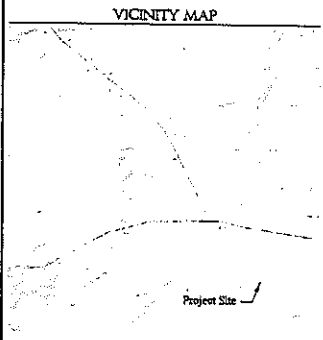
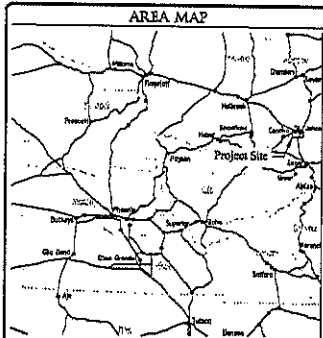
Received By [Signature] Date 11/14/13
 Receipt # _____ Fee 300
 Reference # 2013-00000882
 Related Cases _____

PLANNING & ZONING ACTION

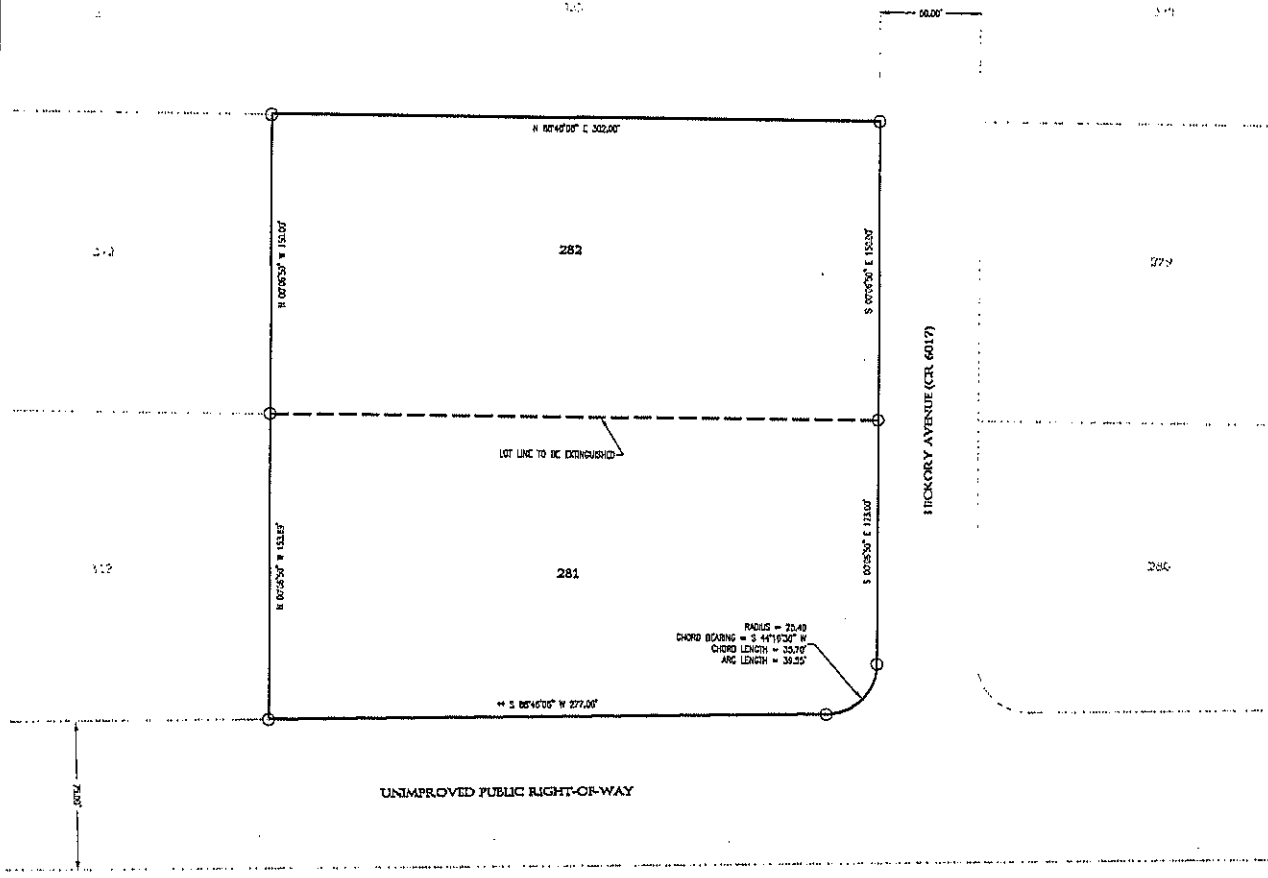
Approved Denied

Comments _____

 Signature _____ Date _____



REVERSION TO ACREAGE
 TO COMBINE LOTS 281 & 282 OF HACIENDA SAN JUAN AS RECORDED IN
 BOOK 6 OF TOWNSHIP MAPS, PAGE 7, ACR, ALSO BEING A PORTION OF
 SECTION 25 T13N, R27E, G&SRB&M, APACHE COUNTY, ARIZONA



LEGEND

CALCULATED CORNER
 NOTHING FOR SET ○

** BASIS OF BEARING IS THE SOUTH LINE OF LOT 281 AS RECORDED IN BOOK 6 T.M. PG 7, ACR.

NOTES

1. RESOURCES FOR THIS SURVEY INCLUDE:
 * PLAT MAP, BOOK 6 T.M. PG 7, ACR
2. NOT ALL EASEMENTS OF RECORD ARE SHOWN HEREON.
3. THIS MAP WAS CREATED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

APPROVAL

APPROVAL THIS _____ DAY OF _____
 2013 BY THE COUNTY BOARD OF SUPERVISORS

BY _____
 CHAIRMAN

ATTEST _____
 CLERK

PLANNING & ZONING

APPROVED _____
 PLANNING & ZONING DIRECTOR

DATE _____

ACKNOWLEDGEMENT

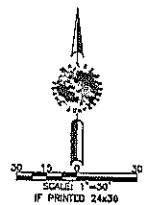
STATE OF ARIZONA
 COUNTY OF APACHE

ON THIS THE _____ DAY OF _____, 2007,
 BEFORE ME, THE UNDERSIGNED

WHO ACKNOWLEDGED HIM/HERSELF TO BE THE OWNER AND FURTHER ACKNOWLEDGED THAT HE/SHE, AS SUCH OWNER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREON CONTAINED, BY SIGNING HIS/HER NAME, AS THE OWNER BY HIM/HERSELF AS SUCH.

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

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES: _____



STATE OF ARIZONA
 COUNTY OF APACHE) SS.
 Fee No. _____

I hereby Certify that the within instrument was filed and recorded.
 _____ 20 _____ M
 in Book No. _____ Page _____
 LeNora Y. Fulton, Recorder
 By _____ Deputy



J. MARBLES LAND SURVEYING, LLC
"ridiculum aspiciens superciliosum"
 P. O. Box 2039 • St. Johns, Arizona 85936 • Cell: (928) 245.7040 • jmls2013@gmail.com
 Soil Investigation for Standard Septic Systems • FEMA Flood Plain Certifications • Boundary & Land Division Surveys •
 Topographical & ALTA Surveys • Aerial Control & Site Control Surveys • GIS Services • 3D Laser Scanning

RECORD OF SURVEY

TO COMBINE LOTS 281 & 282 OF HACIENDA SAN JUAN AS RECORDED IN
 BOOK 6 OF TOWNSHIP MAPS, PAGE 7, ACR, ALSO BEING A PORTION OF
 SECTION 25 T13N, R27E, G&SRB&M, APACHE COUNTY, ARIZONA

RECORD CREATED AT THE REQUEST OF: JORJANNA STEINBERG

DATE: 08/29/2013

PROJECT: REVERSION

REVISION DATE: _____

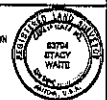
FILE: 2013LC13N27E25STEENBERG.dwg

DRAWN BY: SAW RECHECKED BY: SAW

CERTIFICATION

THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON IS NOT BASED ON AN ACTUAL FIELD SURVEY AND IS BASED ONLY ON THE ORIGINAL RECORDS OF SURVEY THAT CREATED THE PARCELS SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 08/29/2013



Connie Shreeve

From: jorjanna vansteenber [jorjannav@att.net]
Sent: Monday, November 25, 2013 7:38 AM
To: Connie Shreeve
Cc: Tamie Herrick
Subject: Property Taxes - Floyd Tice/Jorjanna VanSteenberg
Attachments: Real Estate Tax - VanSteenberg, Jorjanna.pdf

Good Morning Connie,

I paid the real estate tax on the property this morning on line.

I only paid 1/2 of the parcel number 203-50-281 9. If I need to make an additional payment please let me know.

Attached is a copy of the receipt that I received.

Thank you,

Jorjanna N. VanSteenberg

740.219.1306 - Cell



Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized

Confirmation Number: 12001579

Your payment has been authorized successfully and payment will be processed.

The Apache County Treasurer thanks you for your payment. For questions about your account, please call 928-337-7543. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount Due
Real Estate Property Tax payment of \$21.74 on Parcel Number 203-60-282-2	\$21.74
Real Estate Property Tax payment of \$175.41 on Parcel Number 203-60-281-8	\$175.41

Customer Information

First Name: Jordana
 Last Name: VanSikenberg
 Address Line 1: 1022 Federal St.
 Address Line 2:
 City: Toronto
 State: Ohio
 Zip Code: 43964
 Phone Number: 7402191308
 Email Address: jordannav@att.net

Subtotal:	\$197.15
Convenience Fee:	\$4.88
Total Payment:	\$202.03

Payment Information

Card Number: **** * 187
 Expiration Date: **

Print

Finished

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 12/26/2013 Signature: 

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

Consideration and possible approval of a reversion to acreage for Helen Mae Coombs to combine 4 lots in The Wilderness, Lots 5, 6, 7 & 8. Property is located near Vernon, AZ. 106-70-005/106-70-006/106-70-007/106-70-008

Date and/or Time Needed: 1/7/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____

APACHE COUNTY, ARIZONA REVERSION TO ACREAGE APPLICATION

Owner/Applicant name: Helen Mae Coombs

Address: PO Box 120, Vernon, AZ 85940

Telephone: 928-242-1513

Description of "Reversion to Acreage" requested: Consider and possibly approve a reversion to acreage for Helen Mae Coombs to combine 4 lots in The Wilderness, Lots 5, 6, 7 & 8. Property is located near Vernon, AZ. 106-70-005/106-70-006/106-70-007/106-70-008

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

Assessor's Parcel Number: 106-70-005, 106-70-006, 106-70-007, 106-70-008

Legal description or location of applicable property: See 12 T10N R 24E

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

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

Date: 12/5/2013

Commission Action: Approved

Comments: _____

Planning & Zoning Commission Signature: [Signature] Date: 12/5/13

Board of Supervisors Action: _____

_____ Date: _____

_____ Date: _____
County Supervisor

ATTEST: _____ Date: _____
County Clerk



LOT COMBINATIONS APPLICATION

APPLICANT

Name Helen Mae Coombs
 Mailing Address P.O. Box 120
Vernon, AZ 85940
 Contact Person Stephen E. Coombs
 Phone 928-242-1513 Fax _____
 Email stevco@coombs.cc

SUBMITTAL CHECKLIST

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

PROPERTY INFORMATION

Assessor's Parcel #'s 106-70-005 106-70-007
106-70-006 106-70-008

Township 10 N Range 24 E Section 12
 Subdivision Wilderness
 Unit # _____ Lot # 05, 06, 07, 08
 Address/Location _____
11 ACR N 3122
Vernon, AZ 85940

CERTIFICATION & SIGNATURE

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

Signature of Applicant

Helen Mae Coombs
HA Coombs Conservator + Date 10/29/2013
Guardian

Signature of Property Owner (if not the applicant)

_____ Date _____

LOT COMBINATION REQUEST

Please provide the intentions of the owner for the property.

sub Area lots consolidated
into 1 parcel

TREASURER

Paid/Updated Taxes

Signature Ginger Adams Date 11.4.13
106-70-006 current

106-70-007/008/005 owe for 2012

PLANNING & ZONING ACTION

Approved

Denied

Comments _____

Signature _____ Date _____

OFFICE USE ONLY

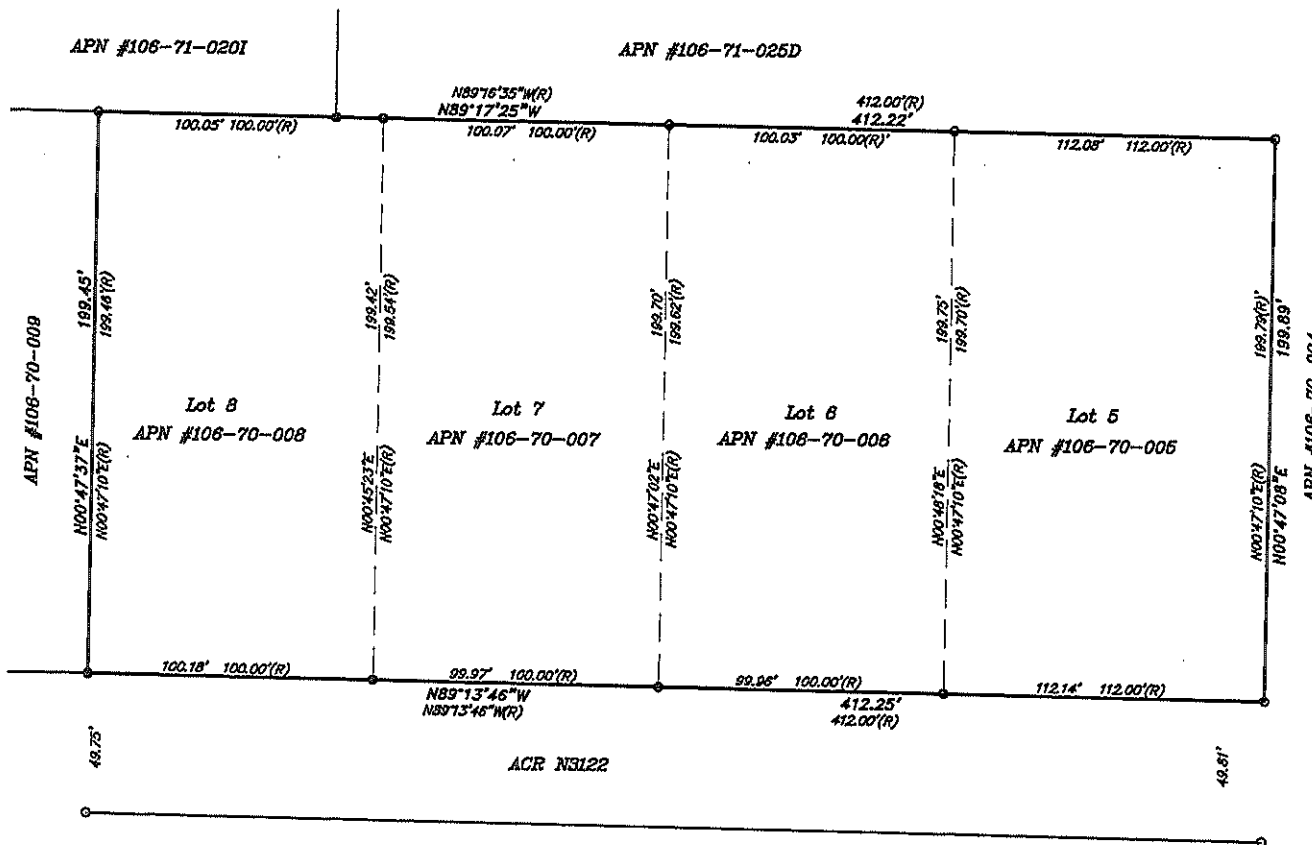
Received By [Signature] Date 10/29/13
 Receipt # 476595 Fee 200.00
 Reference # 2013-0000880
 Related Cases _____

REVERSION TO ACREAGE

To Combine Lots 5, 6, 7 and 8 of The Wilderness as Recorded in Book 7 of Maps, Page 14, Apache County Records Also Being Located in the Southeast Quarter of Section 12, Township 10 North, Range 24 East of the Gila and Salt River Meridian, Apache County, Arizona

STATE OF ARIZONA
COUNTY OF APACHE) SS.

Reception No. _____
I hereby certify that the within instrument was
read and recorded _____ of _____ at
_____ in Book No. _____ Page _____
Apache County Recorder
_____ Deputy



Approval
Approved the _____ Day of _____, 201____
By the County Board of Supervisors.

By: _____
Chairman

By: _____
Clerk

Planning and Zoning
Approved: _____
Planning and Zoning Director

Date: _____

Acknowledgment
State of Arizona
County of Apache
On this the _____ Day of _____, 201____
Before me the Undersigned who Acknowledged
Himself/Herself to be the Owner and Further
Acknowledged that He/She as such Owner Being
Authorized so to do, Executed the Forgoing
Instrument for the Purpose Thereon Contained, By
Signing His/Her Name as the Owner by
Himself/Herself as Such.

By: _____
Owner

In Witness Whereof I Have Hereunto Set my Hand
and Official Seal.

Notary Public

My Commission Expires: _____

LEGEND:

- Found 1/2" Rebar
- Found 2" Aluminum Cap Illegible
- Found 5/8" Rebar w/Tag 5713
- Boundary Line This Survey
- - - - - Extant Lot Lines
- XXX-XX-XXX Assessor Parcel Number

NOTES:

1. The Basis of Bearing for this Survey is Between a 2" Aluminum Cap Monumenting the Southwest Corner of Lot 8 and a 1/2" Rebar Monumenting the Southeast Corner of Lot 5 Bearing: N89°13'46"W
2. The Owner did not Provide a Title Report for this Survey, Easements, Right of Way's, etc., Which Could Exist May Not be Shown.
3. These Parcels Contains a Combined Area of 1.9 Acres More or Less.
4. This Survey was Performed at the Request of the Owners: Helen Mae Coombs

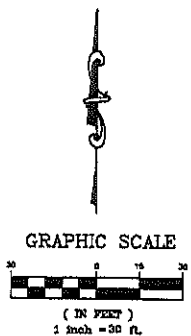
REFERENCES

1. Plat of The Wilderness Recorded as Book 7, Page 14, Apache County Records.

SURVEYOR'S CERTIFICATION:

I Hereby Certify that this Map and the Survey on Which it is Based was Performed in the Field Under my Direct Supervision; And the Information Contained Hereon is True and Correct to the Best of my Knowledge and Belief.

Dan R. Brooks AZ. L.S. No. 47854



Dan Brooks Surveying, LLC
P.O. Box 3689
SHOW LOW, ARIZONA 85902
PH: (928) 358-2471
E-MAIL: danbrooks.surveying@yahoo.com
Land Surveying

REVERSION TO ACREAGE

**A Portion of the SE1/4
of Section 12, T10N, R24E**

DRN: eob	DATE: 10/2013	JOB NO.	SHEET
DES: eob	DATE: 10/2013	193	1 of 1
CHK: DRB	DATE: 10/2013		



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Office of the Recorder**

Date: **December 17, 2013**

Signature: *[Handwritten Signature]*

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

Request approval to move the Election Department under the Recorder's Office to become effective upon board approval. This administrative merge is to enable the offices to streamline logistics and programmatic services, to assure additional safeguards to the election processes, and to address recent changes to election laws and the bifurcation of the elections rules in a more efficient and uniform manner, and to maximize services within the budgetary constraints.

Date & Time Needed: By the next Board of Supervisor's meeting on January 7, 2014.

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: *[Handwritten Signature]*

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

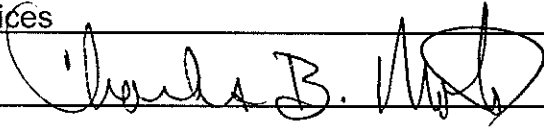
Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

Date/Signature: 12/18/2013



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 continue the IGA between the Arizona Supreme Court, Apache County School Superintendent's Office and the Apache County Superior Court for Detention Education funding in the amount of \$45,506.00. This is an on-going IGA & source of funding.

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

Guinn, Ada

From: Colla, Mary Therese
Sent: November 4, 2013 11:49 AM
To: Williams, Barry; Moter, Chuck
Cc: Guinn, Ada; Jaramillo, Lori
Subject: FY14 allocations

Good Afternoon All,

I wanted to provide you with some **PRELIMINARY** FY14 budget information to assist you in planning for your detention education expenditures. This is preliminary as I am still awaiting approval on an application and 2 amendments from the ADE. While I do not anticipate any discrepancies, these are still **unofficial numbers**. If you have any questions, please feel free to call me.

Title I	Title II	IDEA Basic	Secure Care
21,758.00	5,625.00	13,737.00	4,386.00

Best regards,
TC

Teasie Colla
Detention Education Specialist
Juvenile Justice Services Division
Arizona Supreme Court
1501 W. Washington Street Suite 337
Phoenix, Arizona 85007-3231
602-452-3573
tcolla@courts.az.gov

"What lies behind us and what lies ahead of us are small matters compared to what lies within us." -- Ralph Waldo Emerson



Guinn, Ada

From: Colla, Mary Therese
Sent: November 25, 2013 9:40 AM
To: Williams, Barry; Moter, Chuck; Guinn, Ada; Berry, Trudy; Scull, Delcy; Schmitt, Patrick; Rocco, Tracey; 'Kelty, Robert'; 'bmm2@cox.net'; 'Dave Roth'; 'Jeanie Confer'; O'Dell, Linda; 'Vierling, Richard'; Rhyne, Kendall; McGaughey, Donna; Davis, Jill; Halversen, Joshua; Powers, Tom; Armstrong, John; Shelton, Janice; Dyess, John; Covey, Don; 'Ernest Rose'; Meaux, Eric; 'andy.robles@mcrsd.org'; File, Michael; Reeves, Darrell; Flipse, Sheila; Grissom, Elaine; 'Linda Morrow'; Hall, Arno; 'Tami Phillips'; 'linda.arzoumanian@schools.pima.gov'; 'Ricardo Hernandez'; Rubin, Stephen; Broussard, Jill; 'Anna Carreon'; Zweig, Todd; Velasquez, Alfredo; 'Rafael M. Lopez'; 'Danna Gallardo'; 'Tim Carter'; Mabery, Scott; Deb Cummins; Tyree, Tom; Hardy, Tim; Figueroa, Imelda; Kelly, Molly; Espinoza, Sunni (Darya)
Subject: FY 2014 IGA
Importance: High

Good Morning Everyone!

I wanted to provide an update on the FY 2014 IGA's. I am still awaiting approval on one of our grant applications from the Arizona Department of Education before I can set in motion our FY 2014 IGA process. However, the email which I sent out on 11/4/13 regarding your FY14 allocations will in fact be the amount your county will be receiving this fiscal year.

I am hopeful that once I receive approval from the ADE, we will be ready to move quickly with sending the IGA out to all of you. I would recommend securing a spot now on your county's Board of Supervisors agenda for their January, 2014 meeting to expedite your county's process. If I see any chance of receiving the IGA for a December BOS meeting I will let you know.

If you have any questions, please feel free to call me.

Best regards,
TC

Teasie Colla
Detention Education Specialist
Juvenile Justice Services Division
Arizona Supreme Court
1501 W. Washington Street Suite 337
Phoenix, Arizona 85007-3231
602-452-3573
tcolla@courts.az.gov

"What lies behind us and what lies ahead of us are small matters compared to what lies within us." -- Ralph Waldo Emerson



Guinn, Ada

From: Moter, Chuck
Sent: December 18, 2013 8:30 AM
To: Guinn, Ada
Subject: FW: FY14 IGA

Importance: High

From: Colla, Mary Therese
Sent: December 18, 2013 8:18 AM
To: Juvenile Court Directors; Alfredo Velasquez; Barry Williams; Don Covey (don.covey@mcesa.maricopa.gov); Donna McGaughey; Janice Shelton; Broussard, Jill; Linda Arzoumanian; Linda Morrow; O'Dell, Linda; Michael File; Robert Kelty; Tim Carter; Tom Powers; Tom Tyree; Trudy Berry
Subject: FY14 IGA
Importance: High

Good Morning Everyone!

I have just received final approval from the ADE for our Secure Care grant application. In addition, the Attorney General's office has assured me their approval process will be complete by tomorrow, at the latest. Everything is ready to go once we have the AG's stamp. This means you all will have the FY14 IGA by tomorrow, at the latest! ☺ Please forward this to those who secure a spot on the Board of Supervisor's agenda for signatures.

Best regards,
TC

Teasie Colla
Detention Education Specialist
Juvenile Justice Services Division
Arizona Supreme Court
1501 W. Washington Street Suite 337
Phoenix, Arizona 85007-3231
602-452-3573
tcolla@courts.az.gov

"What lies behind us and what lies ahead of us are small matters compared to what lies within us." -- Ralph Waldo Emerson



Ada Guinn

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, December 30, 2013 4:57 PM
To: Ada Guinn
Subject: RE: Detention School IGA

The IGA is a valid agreement generally complying with the legal requirements for agreements of this type.

From: Ada Guinn [<mailto:aguinn@co.apache.az.us>]
Sent: Thursday, December 26, 2013 9:36 AM
To: Joe Young
Subject: Detention School IGA

Joe,

The IGA for the detention school is attached. It has been approved by the AG's Office but the BOS and the School Superintendent's Office needs the CA's Office approval.

Could you please review and email your approval to me? This is on the BOS Agenda for 1/07/14 and on the agenda review for 12/31/13.

Let me know if you have any questions. Thanks!

Ada Guinn
Administrative Coordinator
Apache County Probation Services
928-337-7900
aguinn@courts.az.gov
aguinn@co.apache.az.us

Exhibit A-1
FY14 Budget Application

Public Educational Agency (PEA) Arizona Supreme Court		County APACHE		Name		Phone	
		Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals	
Current FY14 Allocation		\$21,758.00	\$5,625.00	\$13,737.00	\$4,386.00	\$45,506.00	
Caryover from FY13 (+)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
*Total Program Budget Allocation FY14 (=)		\$21,758.00	\$5,625.00	\$13,737.00	\$4,386.00	\$45,506.00	
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals	
Instruction 1000							
Salaries	6100	\$15,000.00				\$15,000.00	
Employee Benefits	6200	\$2,500.00				\$2,500.00	
Purchased Professional Services	6300					\$0.00	
Purchased Property Services	6400					\$0.00	
Other Purchased Services	6500				\$4,386.00	\$4,386.00	
Supplies	6600			\$7,311.00		\$7,311.00	
Other Expenses	6800						
Support Services 2100, 2200, 2600-2900							
Salaries	6100					\$0.00	
Employee Benefits	6200			\$2,500.00		\$2,500.00	
Purchased Professional Services	6300					\$0.00	
Purchased Property Services	6400						
Other Purchased Services	6500			\$3,926.00		\$3,926.00	
Supplies	6600		\$3,125.00			\$3,125.00	
Other Expenses	6800					\$0.00	
Support Services - Admin 2300, 2400, 2500							
Salaries	6100	\$4,258.00	\$2,000.00			\$6,258.00	
Employee Benefits	6200		\$500.00			\$500.00	
Purchased Professional Services	6300						
Purchased Property Services	6400						
Other Purchased Services	6500					\$0.00	
Supplies	6600						
Other Expenses	6800						
Capital Outlay	6700 et al.					\$0.00	
PROPOSED BUDGET EXPENDITURE TOTAL FY14		21,758.00	5,625.00	13,737.00	4,386.00	\$45,506.00	

Director of Juvenile Court Services _____ Date _____

County School Superintendent _____ Date _____



Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

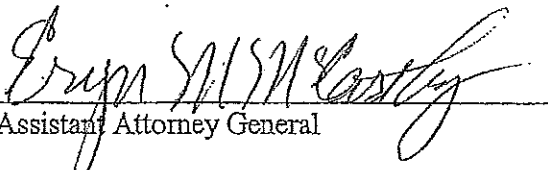
INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR13 - 0129

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 19th Day of December, 2013

THOMAS C. HORNE
The Attorney General


Assistant Attorney General

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE APACHE COUNTY SCHOOL SUPERINTENDENT AND
THE APACHE COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Apache County Board of Supervisors, hereinafter referred to as "Board", the Apache County School Superintendent, hereinafter referred to as "Superintendent", and the Apache County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,231,590.93 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76 State Administered Programs, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA Ch. 33, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$45,506.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on June 30, 2015.

5. Duties of the AOC

The AOC Shall:

- a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.
- b. Provide Apache County \$45,506.00 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties or fiscal years 2013/2014 and 2014/2015, respectively.
- e. Provide training, education and support for detention educators, as well as providing appropriate resources for educational remediation for detention students.
- f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent and maintain documentation of contracts reviewed.
- g. Make financial distributions based on the state-wide allocation approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
 - (1) Receipt of funds from the ADE;
 - (2) A current, original, and executed IGA or Amendment.

6. Duties of the Court

The Court shall:

- a. Work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Superintendent pursuant to the court's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
- e. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. §15-913(E)(1) . Instructors shall have the proper certification as required by the Arizona Department of Education.
- f. Provide program reports, as requested by the AOC, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

7. Duties of the Superintendent

The Superintendent shall:

- a. Work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Court pursuant to the Superintendent's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Work with the Court and the AOC in the preparation of the application for ESEA and associated funds for fiscal years 2013/2014 and 2014/2015, respectively.
- e. Ensure the detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.
- f. Ensure all education information and records are maintained in the juvenile's education file at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. § 15-141.

- g.** Ensure all state required achievement tests (i.e. AIMS, AIMS-A) are administered to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.
- h.** Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.
- i.** Ensure the content and curriculum aligns with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.
- j.** Work with the Court to ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.
- k.** Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
- l.** Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.
- m.** Work in cooperation with the Court to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- n.** Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- o.** Maintain and provide to the AOC upon request, job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- p.** Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

- q. Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).
- r. Work with the Court to provide services for all students that include:
- (1) Performing educational assessments given within 24 hours of enrollment that include but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.
 - (2) Developing education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
 - (3) Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.
 - (4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public and/or alternative education placements.
 - (5) Supervising and assisting students to ensure successfully complete assigned work while in the detention facility,
 - (6) Awarding transferable credits for work completed while in the detention facility.
 - (7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).
 - (8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.

- s. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund *and each program must be accounted for separately*. Any interest earned on these monies while in the possession of the Superintendent shall accrue to *each separate program account* and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A-1 and the terms of this IGA.

9. Program Reporting and Expenditures

- a. **Closing Reports.** Submit an annual closing report which includes all required information pursuant to Title I Institution Wide Programs and assurances given pursuant to Title II-A. In addition, a Title Funds Closing Budget form, General Ledgers documenting expenditures of funds associated with this IGA, and carryover justification form shall be included and submitted to the AOC by September 1st of each fiscal year.
- b. **Program Reports.** Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- c. **Expenditures.** Ensure that funds are spent and programs are developed in accordance with all state and federal funding rules and regulations, as well as the Arizona Consolidated State Application approved by the USDOE on June 10, 2003. Expenditures shall also be in accordance with Exhibit A-1 and A-2.
- d. **Inappropriate Expenditures.** The superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. However, funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- e. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unexpended as of June 30th of each fiscal year, unless approved by the ADE. Additionally, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the

AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned to the AOC within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

f. Budget Modifications. The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

g. Termination of Funding. In the event that this IGA is terminated prior to June 30, 2015 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. Books and Records

a. Financial Records and Examination. The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with all federal funds distributed by the AOC and pursuant to this and all previous IGA's. Written inventory and property control policies and procedures in accordance with federal requirements shall be maintained.

12. Transfer of Program Duties

Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

13. Property Acquired

In the event of a transfer of program duties, termination, or cancellation of the IGA, all property shall belong to the Superintendent but shall remain at the detention center as long as the property is being used for educational purposes.

14. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

15. Confidentiality

- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted there under, and applicable school board policies.
- b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure

Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the IGA, except upon the prior, written consent of the Court.

16. Modification

Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

17. Termination

This IGA may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

- a. lack of funding;
- b. statutory changes in the program;
- c. failure of any party to comply with this IGA;
- d. other circumstances necessitating such action.

18. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

19. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

20. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

21. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

22. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

23. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

24. Legal Authority

By entering into this Agreement, the parties are not relieved of any obligation or responsibility imposed upon them by law.

25. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

26. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold social Security and income taxes for itself or any of its employees.

27. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

28. Availability of Funds

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

29. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

- a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”). If this compliance requirement disqualifies any of the parties’ key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- c. The Court retains the legal right to audit and inspect the papers of any of the parties’ employees or subcontractor’s employees who work on the contract to ensure that the parties’ personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

30. Audits

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

31. Change in Duties

Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

32. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:

Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:

Mr. Chuck Moter
Director of Juvenile Court Services
Apache County Juvenile Court
50 West Cleveland PO Box 100
St. Johns, Arizona 85936

SUPERINTENDENT:

Mr. Robert (Barry) Williams
Apache County Superintendent of Schools
75 N. 1st West
St. Johns, Arizona 85936

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Apache County:

By: Honorable Donna Grimsley
Presiding Juvenile Court Judge

Date

Superintendent:

By: Mr. Robert (Barry) Williams

Date

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By:

Date:

Board of Supervisors Counsel:

By:

Date:

Beth Bond

From: Angela Romero
Sent: Monday, December 30, 2013 2:30 PM
To: Beth Bond
Subject: FW: Agenda Item

Hi Beth,

Here is the agenda item for the January 7th BOS meeting. Thanks again for allowing us to add this last minute item.

Angela C. Romero
Apache County Elections Director
CELL: 928.321.0007
PH: 928.337.7537
FAX: 928.337.7538
aromero@co.apache.az.us

From: Joe Young [<mailto:JYoung@apachelaw.net>]
Sent: Monday, December 30, 2013 2:18 PM
To: Angela Romero
Subject: Agenda Item

I think we keep it simple, like this:

Discussion and possible approval of the cancellation of the Call of Election for the Vernon Fire District Board previously approved on September 17, 2013.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: _____ Signature: *[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take: *Request approval of a Safety Boots program policy for County HURF employees. Policy has been reviewed by Finance, Attorney & HR.*

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

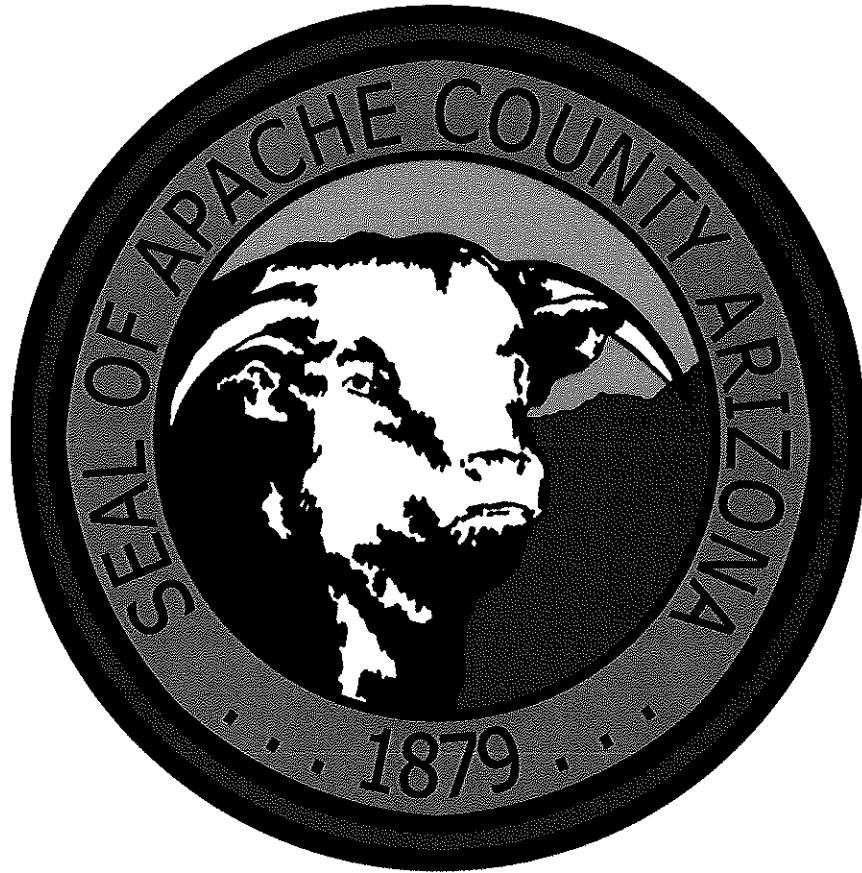
BOARD ACTION TAKEN

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

Signature Clerk of Board

APACHE COUNTY

Safety Boots Program



Apache County Safety Boots Program

Purpose:

The purpose of this program is to enhance the current employee Injury and Illness Prevention Program by providing superior quality protective footwear, which meets or exceeds the current *OSHA §3380 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.*

Scope:

All employees in the job classifications noted in "Attachment A" are required to wear authorized and approved quality protective safety footwear.

Program:

- a. Employees are required to wear safety boots at all times while on the worksite. Employees shall ensure that their safety shoes are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)
- b. Employees will be required to acquire safety boots before working in areas where the use of safety boots is mandatory.
- c. Employee's failure to acquire the protective footwear within the prescribed timelines or failure to wear the footwear while at work, may subject the employee to disciplinary action up to and including termination.
- d. Supervisors are required to ensure that new employees with job classifications in "Appendix A" have been provided with the safety boots program and approved for safety boots purchase/reimbursement allowance by being placed on the approved Safety Boots purchase list that will be updated annually. Supervisors shall provide safety boots information to all employees whose job classification appears on "Appendix A" and must continue to do so on an annual and reoccurring basis; (or alternatively, minimum of 12 months has passed since the previous safety boots list was issued to the requesting employee).
- e. Supervisors shall ensure all employees wear protective safety boots at the worksite through new employee orientation, annual refresher training, tailgate meetings, audits and by observation. Failure to enforce this program may subject the supervisor to disciplinary action up to and including termination.
- f. Each Supervisory District (Districts I, II & III) shall be responsible for the implementation and funding of the Safety Boots Program.

- g. The County shall not pay for shoes that do not meet the Safety Boots requirements.
- h. Medical waivers for foot protection are not acceptable except for temporary conditions as certified by a medical practitioner licensed by the state of Arizona.
- i. Employees need to be made aware that the \$100 allowance for the Safety Boots purchase will be included on all IRS W-2 forms as reportable taxable income and are liable for any and all taxes incurred for such safety boots reimbursements.

Procedures:

The use of authorized safety boots is **mandatory** for all County field and shop personnel identified in "Attachment A".

The Safety Boots shall be rated as: ASTM F2413 05 (M/F) I/75 C/75 (ST EH) 6" height or greater, and be leather or composite material with a supported heel, steel toe or composite toe caps.

Suede material and wedge soles will not be authorized or approved.

Within thirty calendar days after employment with Apache County, employees that meet the criteria on "Attachment A" list will be required to obtain safety boots as required in the Safety Boots Program. Discounted group prices currently have been negotiated with the vendor listed below.

- **LeHigh Outfitters**

The current dollar value of the safety boots purchase/reimbursement allowance is \$100.00. All vendors must provide a boots that meets the ASTM/ANSI requirements and cost is within the \$100.00 allowance for reimbursement. Employees will be liable for additional cost exceeding the stated allowance amount. Employees may purchase outside of the negotiated vendor list as long as it meets the safety boots rating described above however, if an employee's purchases outside of the listed vendor, the employee will pay 100% of the cost of the approved safety boots and request a reimbursement check from County finance up to the allowance amount of \$100, any additional cost exceeding the safety boots allowance amount will be paid by the employee and is not considered reimbursable. All repairs and returns to the boots vendors will be the responsibility of the employees.

Thereafter, employees will be placed on the annual vendor purchase list from their supervisor, normally 12 months after their first safety boots was purchased. (One pair of safety boots per year will be issued). Supervisor will check off the approved safety boots list and verify the employee's name and employee number thus ensuring that employees did not purchase boots less than 12 months prior when requesting safety boots allowance. With the exception of extraordinary work related circumstances authorized in writing by their supervisor, replacement or repair of the safety boots within that year period will be the responsibility of the employee.

The supervisor must evaluate, on a case-by-case basis, employee requests for special footwear or exemption to this program. Medical certification from the employee's treating physician is required for each such requested exemption. The treating physician must provide an assessment of viable footwear alternatives that ensure the safe protection of the employee. The County Public Works Director, Highway Superintendent/Roads Manager, or Department Head will have the final approval of authorized alternative footwear. The employee will be responsible for additional costs above the original dollar value of the original county issued safety boots allowance.

Attachment A

Classifications Affected by the Apache County Safety Boots Program

Occupational Job Classes	Class Code	Department
County Engineer	13001	Engineering
Roads Manager	13027	Engineering
Highway Superintendent	13002	Engineering
Civil Engineering Aide I	13003	Engineering
Civil Engineering Aide II	13004	Engineering
Civil Engineering Aide III	13005	Engineering
Publics Works Foreman I	13007	Engineering
Publics Works Foreman II	13008	Engineering
Road Maintenance Worker I	13009	Engineering
Road Maintenance Worker II	13010	Engineering
Road Maintenance Worker III	13011	Engineering
Operations Manager	13012	Engineering
Field Operations Manager	13013	Engineering
Equipment Mechanic I	13014	Engineering
Equipment Mechanic II	13022	Engineering
Equipment Mechanic III	13023	Engineering
Automotive Mechanic I	13015	Engineering
Automotive Mechanic II	13024	Engineering
Automotive Mechanic III	13025	Engineering
Crusher Operator II	13026	Engineering
Crusher Operator III	13028	Engineering
Shop Foreman	13016	Engineering
Automotive Part Clerk	13017	Engineering
Roads Inspector	13018	Engineering
GIS Program Technician	13019	Engineering
Civil Engineering Technician I	13020	Engineering
Civil Engineering Technician II	13021	Engineering
Admin. Coordinator	18002	*Office & Amin Support
Executive Asst.	18003	*Office & Amin Support
Office Manager	18004	*Office & Amin Support
Admin Asst. I	18023	*Office & Amin Support
Admin Asst. II	18028	*Office & Amin Support
Admin Asst. III	18029	*Office & Amin Support
Manager, Communications	601	Communications

Technician, Senior	602	Communications
Technician	603	Communications
Grants Manager	207	Finance
Director, Building & Maint.	3001	Building, Maint. & Grounds
Inmate Super, Facilities & Const.	3010	Building, Maint. & Grounds
Supervisor, Facilities & Const	3002	Building, Maint. & Grounds
Facilities & Const Worker I	3006	Building, Maint. & Grounds
Facilities & Const Worker II	3005	Building, Maint. & Grounds
Facilities & Const Worker III	3004	Building, Maint. & Grounds
Custodian	3007	Building, Maint. & Grounds
Groundswoker	3008	Building, Maint. & Grounds
Custodian/Groundswoker	3009	Building, Maint. & Grounds
Building Official	4002	Planning & Zoning
Enforcement Officer	4005	Planning & Zoning
Building Inspector I	4009	Planning & Zoning
Building Inspector II	4008	Planning & Zoning
Building Inspector III	4007	Planning & Zoning
Wildlife Mitigation Coordinator	4010	Planning & Zoning
Environmental Health Coord.	14005	Public Health
Health Sanitation Aide	14013	Public Health
Div. Mgr. Environmental Health	14014	Public Health

*Positions under Engineering, Roads, Building & Maintenance, Communications, Health Inspector & Building Officials are eligible for the Safety Boots Program by supervisor approval.