



**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,  
AND THE APACHE COUNTY HEALTH DISTRICT**

**July 1, 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**

**July 1, 2014**

1. Discussion and possible approval of the Memorandum of Understanding between the Apache County Public Health Services District and North Country Health Care to set forth the agreement under which the Health District will provide breast and cervical cancer screening services to clients covered by the Well Woman Healthcheck Program.
2. Discussion and possible approval of an Intergovernmental Agreement #ADHS14-072360 Tobacco Education Prevention Services to provide commercial tobacco education/prevention services and implement chronic disease prevention and control strategies to address the four leading causes of death (cancer, stroke, heart disease and pulmonary disease) specific to Arizona.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY BOARD OF SUPERVISORS  
July 1, 2014**

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

**County Manager/Clerk of the Board:**

- \*A. Request approval of minutes dated June 17, 2014.
- \*B. Request approval of demands dated June 17, 2014 to July 1, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

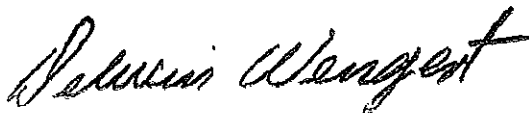
**Engineering Department:**

- \*C. District I: Request authorization to solicit bids for a new fuel system for the Chinle Road Yard.
2. District II: Discussion and possible approval to hire Paula Claw as District Manager at an annual salary of \$55,000.
  3. Community Development: Discussion and possible approval to hire Robert Crum as a Building Official at \$43,000.00 due to experience and certifications.
  4. County Manager: Discussion and possible approval to increase the annual salary for Puerco Constable Charli Anderson to \$36,100 as required by statute.
  5. Election Department: Discussion and possible authorization to cancel the election for the Republican Precinct Committeemen and appoint the persons who filed the nominating petition to fill the positions: Concho - Ann Avenenti, Susan Roberts, Thomas Samoff, Jim Staffnik, Barry Weller & Bonnie Weller. Eagar - Laverl Ashcroft & Myrna Udall. Round Valley - Marcelle Donaldson & Brett Elmer. St. Johns – Delos Bond & Ray Trail.
  6. Assessor's Office: Discussion and possible approval of an Intergovernmental Agreement between Apache County Assessor's Office and Coconino County Assessor's Office for data processing consulting and assistance with Tyler for a period of two (2) years at a cost of \$44,800 per year. This item was tabled from the June 17, 2014 Board meeting.
  7. Treasurer's Office: Discussion and possible approval of renewal of three lines of revolving credit for Ganado Unified School District in the amount of \$1,300,000.00, Concho Elementary School District in the amount of \$300,000.00, and Window Rock Unified School District in the amount of \$3,000,000.00. Also request approval of a new line of revolving credit for Red Mesa Unified School District in an amount less than 10,000,000.00.

8. Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement #DC-15-020 in the amount of \$67,852 with a \$22,617 match award for FY15.
9. Human Resources: Report to the Board of Supervisors on the status of the employees signing up for health insurance throughout the County.
10. Notification of a Special Board of Supervisors meeting to be held on July 7, 2014 at 8:30 a.m. in the Board of Supervisors meeting room, 75 W. Cleveland Street for a public hearing followed by discussion and possible approval of FY 2014-2015 Tentative Budget.
11. Notification of the National Organization of Counties Annual Conference July 11-15, 2014 at the Ernest N. Morial Convention Center, 900 Convention Center Blvd., New Orleans, LA, where two or more members of the Apache County Board of Supervisors will be in attendance.
12. 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.

*Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted: 4/25/14 at 3:00 a.m. p.m. by CB.



Delwin Wengert, Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: 06/21/15 *Chris S. Sexton*

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 of the MOU between ACPHSD and North Country Health Care to set forth the agreement under which ACPHSD will provide Breast and Cervical Cancer Screening Services to clients covered by the Well Woman HealthCheck Program.

This agreement will begin June 1, 2014 and will expire May 31, 2015.

BOS Meeting Date Requested 7/1/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: 06/11/15

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 of the MOU between ACPHSD and North Country Health Care to set forth the agreement under which ACPHSD will provide Breast and Cervical Cancer Screening Services to clients covered by the Well Woman HealthCheck Program.

This agreement will begin June 1, 2014 and will expire May 31, 2015.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

## Memorandum of Understanding

**DATE:** May 23, 2014

**PARTIES:** **APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**  
323 S. Mountain Ave. Suite 102  
Springerville, AZ 85938  
("APACHE COUNTY PUBLIC HEALTH")

**NORTH COUNTRY HEALTH CARE**  
2920 N. Fourth Street  
Flagstaff, AZ 86004  
("NORTH COUNTRY")

**PURPOSE:** To set forth the agreement under which APACHE COUNTY PUBLIC HEALTH will provide Breast and Cervical Cancer Screening Services to clients covered by the Well Woman HealthCheck Program.

**WHEREAS,** APACHE COUNTY PUBLIC HEALTH in the course of business, provides services to uninsured or under-insured individuals; and

**WHEREAS,** NORTH COUNTRY wishes to reimburse services as provided through the Well Woman HealthCheck Program; and

**WHEREAS,** NORTH COUNTRY wishes to collaborate with APACHE COUNTY PUBLIC HEALTH to ensure availability and continuity of medical services within the community;

**NOW, THEREFORE,** the parties hereto agree as follows:

**1. Term.** This agreement will begin June 1, 2014 and will expire May 31, 2015. Thereafter, the agreement will automatically renew for successive terms of one (1) year each unless otherwise terminated as set forth below.

**2. Termination.** Either party may terminate this agreement without cause upon thirty (30) days' written notice to the other party.

**3. APACHE COUNTY PUBLIC HEALTH's Agreements.**

(a) APACHE COUNTY PUBLIC HEALTH will provide medical services to Well Woman HealthCheck Program eligible clients seeking care at their facility. APACHE COUNTY PUBLIC HEALTH will charge NORTH COUNTRY for services at WWHP reimbursable rates.

(b) Upon completion of each service, APACHE COUNTY PUBLIC HEALTH will send NORTH COUNTRY an invoice for services provided under this agreement within twenty (20) days.

(c) Upon completion of each service, APACHE COUNTY PUBLIC HEALTH will send NORTH COUNTRY all relevant paperwork within twenty (20) days of completion of procedure.

(d) APACHE COUNTY PUBLIC HEALTH will provide medical services in accordance with all applicable laws, rules, and regulations.

**4. NORTH COUNTRY's Agreements.**

- (a) NORTH COUNTRY will verify eligibility of all individuals for services provided by APACHE COUNTY PUBLIC HEALTH.
- (b) NORTH COUNTRY will pay APACHE COUNTY PUBLIC HEALTH within thirty (30) days after receiving invoices. Unless otherwise agreed to in writing, NORTH COUNTRY will pay APACHE COUNTY PUBLIC HEALTH at WWHP reimbursable rates.
- (c) NORTH COUNTRY will provide case management for clients.

**5. Non-discrimination.** Both parties will comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

**6. Assignment.** Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

**7. Amendments.** This agreement constitutes the entire agreement between the parties hereto and there are no other written or oral agreements or understandings made by the parties not contained herein. This agreement may be amended in whole or in part by written amendments signed by both parties.

**8. Notices.** All notices, requests and other communications hereafter will be in writing and mailed certified, return receipt requested, or delivered to the parties at their respective addresses set forth on the first page of this agreement.

**9. Governing Law.** This agreement will in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Arizona.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their respective duly authorized representatives on the first date written above.

**APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT      NORTH COUNTRY HEALTHCARE**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Correspondence and bills should be mailed to:

**NORTH COUNTRY HEALTH CARE**  
**HealthCheck Programs Attn: Misha Luther**  
PO Box 3630  
Flagstaff, AZ 86003-3630  
Fax: 928-522-9451  
Phone: 928-522-9450

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Chris Sexton, Director ACPHSD

Date/Signature: 06/16/15 *Chris S. Sexton*

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 of IGA Contract # ADHS14-072360 Tobacco Education/Prevention Services to provide Commercial Tobacco education/prevention services and implement chronic disease prevention and control strategies to address the four leading causes of death (cancer, stroke, heart disease, and pulmonary disease) specific to Arizona.

BOS Meeting Date Requested 07/01/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: *[Signature]*

Finance Review:

Signature: *[Signature]*

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS14-072360

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

Project Title: TOBACCO EDUCATION/PREVENTION SERVICES

Begin Date: JULY 1, 2014

Geographic Service Area: APACHE COUNTY

Termination Date: JUNE 30, 2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

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**Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
**Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
**School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.  
**City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.  
**City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: <b>Apache County Public Health Services District</b> Address: <b>75 W. Cleveland P.O. Box 697 St. Johns, Arizona 85936</b>	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: <u>Chris Sexton, Director</u> Telephone: <u>(928) 337-7532</u> Fax No: <u>(928) 337-7592</u> E-mail: <u>csexton@co.apache.az.us</u>
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.  Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p><b>This Contract shall henceforth be referred to as Contract No. <u>ADHS14-072360</u></b></p> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.  State of Arizona Signed this _____ day of _____, 2014  Procurement Officer
<p style="text-align: center;"><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p style="text-align: center;"><b>RESERVED FOR USE BY THE SECRETARY OF STATE</b></p> <p style="text-align: center;"><b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b></p>
<p><b>Attorney General Contract, No. P0012014000078, 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.</b>  <b>The Attorney General, BY:</b></p> Signature _____ Date _____ Assistant Attorney General:	

<b>CONTRACT NUMBER</b> <b>ADHS14-072360</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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1. **DEFINITION OF TERMS.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

<b>CONTRACT NUMBER</b> <b>ADHS14-072360</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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**2. CONTRACT TYPE.**

This Contract shall be:

  X   Cost Reimbursement

**3. CONTRACT INTERPRETATION.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1 Terms and Conditions;
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. CONTRACT ADMINISTRATION AND OPERATION.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

<b>CONTRACT NUMBER</b> <b>ADHS14-072360</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
  - 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
  - 4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS14-072360</b>	<b>TERMS AND CONDITIONS</b>

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS14-072360	<b>TERMS AND CONDITIONS</b>

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

**5. COSTS AND PAYMENTS.**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4 Cancel the Contract.

**6. CONTRACT CHANGES.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**7. RISK AND LIABILITY.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.4.4 Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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**8. DESCRIPTION OF MATERIALS.** The following provisions shall apply to Materials only:

- 8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1 Of a quality to pass without objection in the Contract description;
  - 8.2.2 Fit for the intended purposes for which the Materials are used;
  - 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. STATE'S CONTRACTUAL REMEDIES.**

- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2 Stop Work Order.
  - 9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

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steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10. CONTRACT TERMINATION.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the

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Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **ARBITRATION.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **COMMUNICATION.**

- 12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **CLIENT GRIEVANCES.** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **SOVEREIGN IMMUNITY.** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

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15. **ADMINISTRATIVE CHANGES.** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. **SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT.** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

17.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET /SISPO Chief Privacy Officer and HIPAA Coordinator.

18. **COMMENTS WELCOME.** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

19. **AUTHORIZATION FOR PROVISION OF SERVICES:**

**Authorization for Provision of Services:** Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

**1. BACKGROUND:**

- 1.1 Commercial Tobacco use is the leading preventable cause of death and disease in the United States. Commercial Tobacco use leads to almost 500,000 deaths annually within the United States and almost 7,000 deaths annually in Arizona alone. Tobacco control programs are designed to help reduce disease, disability and death related to commercial tobacco use.
- 1.2 In 2010, chronic diseases such as cancer, heart disease, stroke and pulmonary disease, were responsible for seven (7) of the ten (10) leading underlying causes of death in Arizona. When combined, these chronic diseases were responsible for more than 29,500 Arizona deaths in 2010. (Arizona Health Status & Vital Statistics, 2010). These leading causes of mortality and morbidity share common primary risk factors, including obesity, commercial tobacco use, poor nutrition and physical inactivity. However, their relationship is not limited to common indicators. Quite often, the populations most burdened by these conditions overlap; diabetes, for example, is also a significant risk factor for cardio-vascular disease (CVD).
- 1.3 The mission of the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease (ADHS-BTCD) is to work together to build individual, organizational and community capacities to reduce the impact of commercial tobacco abuse and reduce chronic disease. This is accomplished through development of quality programs, policies, and services; that include community network building, youth prevention activities and integrating community efforts that establishes strategic partnerships and collaborations, in order to eliminate tobacco and chronic disease.

**2. PURPOSE:**

- 2.1 The ADHS-BTCD intends to establish Intergovernmental Agreements with counties to provide Commercial Tobacco education/prevention services and implement chronic disease prevention and control strategies to address the four (4) leading causes of death (cancer, stroke, heart disease, and pulmonary disease) specific to Arizona.

**3. TASKS:**

The Contractor shall:

- 3.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website ([http://tobaccofreearizona.com/reports/pdf/tfa\\_strategic-plan.pdf](http://tobaccofreearizona.com/reports/pdf/tfa_strategic-plan.pdf)) and the ADHS Chronic Disease website (<http://www.azdhs.gov/phs/chronicdisease>);
- 3.2 Develop and perform an Action Plan in conjunction with ADHS-BTCD, inclusive of goals, objectives and timelines to address ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies;
- 3.3 Implement the Action Plans upon ADHS-BTCD approval;
- 3.4 Participate in Bi-Monthly calls with BTCD staff to gauge progress and activities in the action plan. This information will be utilized in the ADHS-BTCD Evaluation Plan for County Contracts. The ADHS-BTCD Evaluation plan for County Contracts and the Bi-Monthly call sheet will be reviewed and revised each year to ensure proper assessment of county activities. The template will be issued to the county by August 1st of each year.
- 3.5 Cessation Activity:
  - 3.5.1 Contractor shall work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan,

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3.5.2 Contractor shall participate in quarterly calls with the ASHLine CDT representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance need.

3.6 Prevention – Youth Coalition:

3.6.1 Contractor shall work with Pima Prevention Partnership (PPP) to develop and implement a Youth Coalition Action Plan,

3.6.2 Contractor shall ensure youth coordinators and youth participate in PPP trainings twice a year and, shall work with PPP on any technical assistance needs and,

3.6.3 Contractor shall provide PPP technical assistance.

3.7 Enforcement:

3.7.1 Attorney General's Counter Strike Program:

3.7.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program,

3.7.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks. Youth shall be sixteen (16) or seventeen (17) years of age, possess a valid Arizona State Identification Card and shall be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year,

3.7.1.3 Facilitate and conduct the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth,

3.7.1.4 Follow up with retailers to provide resources and education,

3.7.1.5 Promote, facilitate, and conduct the AGO Youth Diversion Training,

3.7.1.6 Maintain quarterly communication with the AGO Youth Tobacco Program.

3.7.2 Food & Drug Administration (FDA) – Tobacco Control Act (TCA) Program/SYNAR:

3.7.2.1 Participate in the ADHS-FDA TCA program for youth underage boys throughout each fiscal year,

3.7.2.2 Promote and recruit youth from the community to participate in the FDA youth underage boys. Number of inspections will be based on FDA requirements and may vary from year to year,

3.7.2.3 Have at least two (2) youth available for inspections at all times,

3.7.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county,

3.7.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

3.8 Policy:

3.8.1 Identify one (1) policy related to tobacco control (i.e. smoking in multi-unit housing, point of sale restriction in the retail environment or other policies related to second hand smoke exposure) to pursue throughout the year. Policy can be multi-year,

3.8.2 Policy implementation plan shall be approved by ADHS-BTCD, and

3.8.3 Participate in policy trainings.

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3.9 Chronic Disease:

- 3.9.1 Adhere to the strategies outlined by the Office of Chronic Disease in conjunction with the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan which can be found on Arizona Department of Health Services/Bureau of Tobacco and Chronic Disease website. The following strategies include:
- 3.9.1.1 Provide support and coordinate the delivery of a Chronic Disease Self Manage Program/Tomando Su Control,
  - 3.9.1.2 Implement the National Million Hearts Campaign/Su Corazon – Su Vida to include strategies such as ABC’s, Know Your Numbers and My Life Check,
  - 3.9.1.3 Implement the American Heart Association/American Stroke Association Together To End Stroke Campaign, and
  - 3.9.1.4 School Health Index (SHI)/School Health Advisory Council (SHAC). (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan-2012-2015.pdf>).
- 3.9.2 Collaborate with County staff that are implementing or participating in other ADHS initiatives (i.e., Health in All Policies Initiative, Public Health in Action Grant) to leverage and integrate chronic disease prevention and control strategies,
- 3.9.3 Collaborate with community organizations and tribal entities that receive ADHS-BTCD funding to implement Center for Disease Control and Prevention (CDC) strategies, and
- 3.9.4 Participate in all chronic disease related conference and technical assistance calls, unless waived with approval from the ADHS-BTCD. County must inform ADHS-BTCD of non-participation at least forty-eight (48) hours prior to call.

3.10 Marketing & Media:

- 3.10.1 Adhere to the Partner Marketing and Media Communication Calendar, which will be issued by July 1st of each year,
- 3.10.2 Participate and promote ADHS-BTCD marketing initiatives as requested, and
- 3.10.3 Local marketing plans utilizing ADHS-BTCD funding shall be submitted to ADHS-BTCD for approval prior to implementation.

3.11 Meetings, Calls, and Trainings:

Contractor shall attend the following meetings in person, unless waived with approval from ADHS-BTCD:

- 3.11.1 County Partner Meetings,
- 3.11.2 County Partner Specific Meetings (i.e. – ASHLine Summit, Youth Coalition Adult Trainings, Youth Winter Planning Summit, STAND summer conference, Chronic Disease trainings and presentations), as deemed necessary by ADHS-BTCD,
- 3.11.3 Participate in all conference calls and technical assistance calls for ADHS-BTCD, unless waived with approval from the ADHS-BTCD, Contractor must notify ADHS-BTCD staff of non-participation at least forty-eight (48) hours prior to call.
- 3.11.4 Monthly Partner Update Conference Calls, call agenda will be released by ADHS-BTCD no less than four (4) days prior to the conference call,

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<b>ADHS14-072360</b>	<b>SCOPE OF SERVICES</b>

- 3.11.5 ASHLine Community Development Team (CDT) Quarterly Call, to be scheduled by the ASHLine CDT representative,
- 3.11.6 Youth Coalition Technical Assistance/Event Calls (as needed for Statewide Tobacco Event planning and Winter/Summer Conference Planning), and
- 3.11.7 Participate in Bi-Monthly call with BTCD staff to gauge progress and activities in the action plan. This information will be utilized in the ADHS-BTCD Evaluation Plan for County Contracts. Calls will be schedule by BTCD Prevention specialists.
- 3.12 The ADHS-BTCD Evaluation plan for County Contracts and the Bi-Monthly call sheet will be reviewed and revised each year to ensure proper assessment of county activities. The template will be issued to the county by August 1st, of each year.

**4. REQUIREMENTS:**

The Contractor shall meet all of the following requirements:

- 4.1 Revisions to the Action Plan strategies, goals, objectives and timelines shall require approval from ADHS-BTCD staff,
- 4.2 Staffing changes shall be reported to ADHS-BTCD within five (5) business days,
- 4.3 Out of state travel under this Agreement shall require prior ADHS-BTCD authorization. Documentation shall be submitted to ADHS-BTCD for review, including location and reason for travel, how it pertains to the work covered in this Agreement and costs associated with the travel,
- 4.4 Equipment purchases shall require prior ADHS-BTCD authorization. Documentation shall be submitted to ADHS-BTCD for review, including proposed equipment, cost and justification of need. Examples of equipment include, but are not limited to, computers, computer equipment, software, office furniture, printers, and phones. Any equipment purchased with ADHS-BTCD funds shall be the property of the State of Arizona. As such, the property shall be returned to ADHS-BTCD once it is no longer in use or when the Contract is concluded.
- 4.5 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

**5. DELIVERABLES AND DELIVERY SCHEDULE:**

The Contractor shall:

- 5.1 Submit a Contractor Expenditure Report (CER), Exhibit 1 an electronic version will be made available upon request to ADHS-BTCD, due fifteen (15) days after month end,
- 5.2 Enter at a minimum two (2) submissions for annual awards/recognition program available at [www.tobaccofreearizona.com/resources](http://www.tobaccofreearizona.com/resources) due by July 31<sup>st</sup>, of each year, and
- 5.3 Provide success stories related to specific chronic disease strategies being implemented in their county on a quarterly basis utilizing the form provided by the ADHS-BTCD staff.

**6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:**

- 6.1 Notices, Correspondence, Reports and Invoices/CERs from the contractor to ADHS shall be sent to:  
Arizona Department of Health Services

<b>CONTRACT NUMBER</b> <b>ADHS14-072360</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>SCOPE OF SERVICES</b>
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Bureau of Tobacco and Chronic Disease  
Attn: Courtney Ward, BTCD Office Chief or Stacy Green, Tobacco Program Manager  
150 N. 18<sup>th</sup> Avenue, Suite #310  
Phoenix, AZ 85007  
Telephone: (602) 542-2075  
E-Mail: [Courtney.ward@azdhs.gov](mailto:Courtney.ward@azdhs.gov)

- 6.2 Notices, Correspondence, Reports and Payments from the ADHS to the Contractor shall be sent to:

Apache County Public Health Services District  
Attn: Chris Sexton, Director  
75 W. Cleveland  
P.O. Box 697  
St. Johns, Arizona 85936  
Telephone: (928) 337-7532  
E-mail: [csexton@co.apache.az.us](mailto:csexton@co.apache.az.us)

- 6.3 Payments from ADHS to the Contractor shall be sent to the "Remit To" Address listed on the Contractor's ProcureAZ vendor profile.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS14-072360</b>	<b>PRICE SHEET</b>

**BUDGET**

**Effective July, 2014**

<b>Cost Reimbursement Line Items</b>	<b>Budget Amount</b>
1. Personnel Services/ERE	\$157,271
2. Professional & Outside Services	\$0
3. Travel Expenses	\$6,618
4. Other Operating Expense	\$21,111
5. Capital Outlay Expense	\$0
6. Other (Indirect Costs)	\$0
<b>Total Contract Amount</b> (not to exceed)	<b>\$185,000</b>

**1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:**

- 1.1 The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the Contracted amount, or to a non-funded line item, shall require a Contract Amendment.
  
- 1.2 Indirect Costs shall not exceed fifteen (15%) of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the ADHS Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this Contract by reference herein.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS14-072380</b>	<b>ATTACHMENT 1</b>

**Attachment 1 - Action Plan for FY 2015**

**County:** Apache County  
**Time Frame:** July 1<sup>st</sup> – June 30<sup>th</sup> of each year  
**Vision Statement:** Apache County BTCD Staff will assist residents of Apache County in achieving personal wellness management and healthier lifestyle through Chronic Disease Self-Management Workshops, ASHLine and Cignal cessation programs, and Tobacco Prevention activities/events aimed at promotion of healthier choices and early detection and prevention of chronic conditions.  
**SMART Objectives:**  
**Abbreviations used in Action Plan:**

- BTCD= Bureau of Tobacco Chronic Disease
- LCBHC= Little Colorado Behavioral Health Center
- WMRMC= White Mountain Regional Medical Center
- CDSMP= Chronic Disease Self- Management Programs
- SHAC/SHI= School Health Advisory Council/School Health Index
- MOB =Matter of Balance workshops

<b>Goal 1: To provide Education to Apache County residents in the prevention and early detection of the four leading causes of Chronic Disease in Arizona</b>			<b>Strategy is Integrated with (check all that apply):</b>				
<b>Objective:</b> By June 2015, Apache County BTCD Staff will have identified and trained two(2) community lay leaders for (CDSMP) Tomando Control De Su Salud and delivered two workshops(Spanish) and two (2 M.O.B. workshops to community participants in two communities of Apache County(while maintaining current CDSMP programs)			<input type="checkbox"/> Tobacco Prevention Policy <input checked="" type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. Increase community collaboration):Increase Community Collaboration				
<b>Agency Lead:</b> CDSMP program coordinator  <b>Partners:</b> WMRMC, LCBHC, Navajo County North Country Health, Head Start staff	<b>Related policy change:</b>  Referrals for CDSMP programs will be made through established Community Programs, partnerships and local Clinical Providers	<b>Related environmental change:</b>  Chronic Disease Workshops in place to assist in early detection and prevention of Chronic Diseases in Apache County					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>ADHS14-072360</b>	<b>ATTACHMENT 1</b>

<p>Action 1: Two new Community Lay Leaders will be identified and have completed the Lay Leader Tomando Control De Su Salud and M.O.B.training by June 2015 and have presented two (2) Tomando workshops</p> <p>-Current Tomando Lay Leaders will have been trained in the UPDATED version by June 2015</p>	<p>-Master Trainers/training offered in other county -CDSMP program coordinator</p> <p>-two newly trained Lay Leaders</p> <p>Current Tomando lay Leaders/Staff</p>	<p>- two new Lay Leaders to present Tomando Workshops in Apache County</p> <p>-sustainability of Tomando program in Apache County through linkage to Local Health Provider Clinic</p> <p>-expansion of Tomando program to one additional community by June 2015</p> <p>Completion of two (2) Tomando workshops by June 2015</p> <p>Tomando workshops set up as part of one community program by June 2015</p>	<p><b>Recruitment of Participants for workshops</b></p>		X		X
<p>Action 2: Continue presentation of CDSMP, Su Corazon Su Vida (Healthy Heart), and Matter of Balance workshops for Apache County Residents</p> <p>(*Workshops will be set up on a quarterly cycle –offering a different workshop each quarter at local provider clinic in two communities)</p>	<p>-Trained Lay Leaders -Navajo County Lay Leaders for –Matter of Balance -Community Partners -Local Providers</p>	<p>-ongoing-sustainable CDSMP program in Apache County</p> <p>-CDSMP workshops will become established in one local providers clinic by June 2015</p> <p>-community partners assist in maintaining CDSMP program in Apache County</p>		X	X	X	X

<b>CONTRACT NUMBER</b> ADHS14-072360	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>ATTACHMENT 1</b>
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<b>Goal 2: To address the four leading causes of death and disease in Arizona</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. increase community collaboration): Stroke Campaign & Million Hearts Campaign				
<b>Objective: By June 2015, increase awareness and educate county residents on the benefit of Stroke and the Million Hearts Campaign.</b>							
<b>Agency Lead: CDSMP program coordinator</b>  <b>Partners: Community Partners, School Staff, WRRMC, LCBHC</b>	<b>Related policy change:</b>	<b>Related environmental change:</b>					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non-financial resources are needed?</b>	<b>Q1 Sept 30<sup>th</sup></b>	<b>Q2 Dec. 31<sup>st</sup></b>	<b>Q3 March 30<sup>th</sup></b>	<b>Q4 June 30<sup>th</sup></b>
Action 1: Provide training to Health Department Clinical/non clinical staff on Million Hearts Campaign and Stroke	Apache County BTCD staff -Health Department Clinical staff	-Health Department staff trained -availability of program information through Health Department to public at large		X	X	X	X
Action 2: Promotion of AHA/ASA Stroke Campaign in Apache County	-Apache County BTCD staff -Health Department Clinical staff -local provider(s)	-community awareness of risks associated with Strokes through information booth at Health Fairs and school open house events.  -free Blood Pressure Checks offered for residents/school staff at School Open House events by School Nurse(s) and at CDSMP workshops (by Provider nursing staff)	Brochures of information on Strokes -staff training	X	X	X	X
Action 3: Address four leading causes of death and disease in Arizona	-Apache County BTCD staff -school staff	-increase awareness and educate county residents on benefit of Stroke and Million Hearts Campaign;  -Educate 4 <sup>th</sup> -8 <sup>th</sup> grades in local schools on Stroke and Heart Attack signs	Information brochures on Strokes/Heart	X	X	X	X

<b>CONTRACT NUMBER</b> ADHS14-072380	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>ATTACHMENT 1</b>
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<b>Goal 3: Increase the knowledge of youth about the health risks of tobacco use and Second Hand smoke danger, and reduce the introduction of tobacco use through Education Prevention programs in Apache County Schools.</b>			<b>Strategy Is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 2015 the number of retail tobacco outlets selling tobacco products to minors in Apache County will have decreased from the 2014 rate, as evidence in the reports from the Attorney General's Office (AGO) & Food & Drug Administration (FDA) tobacco compliance programs.							
<b>Agency Lead:</b> Apache County BTCD staff  <b>Partners:</b> Community Partners, School Staff, Recruited/trained youth and youth leaders from Apache County Drug Free Youth Coalition.	<b>Related policy change:</b> Referral programs established in local schools (to include Diversion Program) -Accessibility to cessation services(to include ASHLine and Signal)	<b>Related environmental change:</b> Fewer incidents of illness/absences from school due to tobacco usage and exposure to Secondhand smoke -reduction in point-of-sale advertising near schools					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1 Sept 30<sup>th</sup></b>	<b>Q2 Dec. 31<sup>st</sup></b>	<b>Q3 March 30<sup>th</sup></b>	<b>Q4 June 30<sup>th</sup></b>
Action 1: Recruit youth to participate in AGO/FDA compliance checks	-Apache County BTCD staff -trained adult leaders -Attorney General's Agents -Apache County TOHC Youth Coalition	Youth will work with compliance officers to complete compliance checks. -less availability of tobacco products for youth -sustainability of Compliance program	AG compliance officer		X		X
Action 2: Apache County BTCD staff will hold bi-annual trainings for retailers who sell tobacco products to minors  (*Retailer Training to be offered after each compliance check)	-Apache County BTCD staff	-awareness of state laws regarding tobacco sales  -Retailer Training offered in Apache County on a set schedule for retailers  -100 % compliance by retailers	BTCD training materials		X		X
Action 3: Apache County BTCD staff will follow up with retailers to provide resources and education after compliance checks have been completed to those that failed inspections	Apache County BTCD staff  Adult Youth Leaders  Youth	-Quarterly follow-up with retailers(to include drop in visits, phone calls, hand out of Educational materials,)			X		X

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Action 4: Provide Youth Diversion training throughout Apache County to youth under the age of 18 referred by local law enforcement and schools for tobacco use	Apache County BTCD staff School teaching staff Adult youth leaders	Youth will learn the health related risks involved with tobacco product use  -referral to Signal cessation program  -Diversion classes in place for referrals	Referrals from law enforcement (probation Department) and local schools  -Power point to use	X	X	X	X
Action 5: Apache County BTCD staff will complete SYNAR cluster canvassing within Apache County as assigned	-Apache County BTCD staff	-SYNAR cluster canvassing is completed within Apache County	FDA office			X	X

<b>Goal 4: Promote Tobacco Cessation among youth and adults smokers</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input checked="" type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> Apache County BTCD staff will increase ASHLine referrals by providing Level 2 trainings to Health Department members and Community Partner Organizations. This will be measured by referral numbers reported from ASHLine in monthly updates.							
<b>Agency Lead:</b> Apache County BTCD staff  <b>Partners:</b> Apache County Health Departments, Little Colorado Behavioral Health, Wellness Coalition, Community Partners And Local Health Providers	<b>Related policy change:</b>  -Reduction in Health related issues for Apache County residents	<b>Related environmental change:</b>  -assist in eliminating exposure to Secondhand smoke -Reduction in tobacco use among populations with highest burden of tobacco related disparities					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non-financial resources are needed?</b>	<b>Q1</b> Sept 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
Action 1: Make appointments with identified offices to meet with office managers to go over ASHLine information and service	Apache County BTCD staff	-increase number of referrals to the ASHLine	<b>Additional training on Web Quit program usage for staff as needed</b>	X	X	X	X
Action 2: Follow ASHLine County Action Plan and participate on quarterly calls with assigned ASHLine Community Development Coordinator	Apache County BTCD staff	-Increase referrals to ASHLine	<b>Assistance setting up a culturally appropriate tobacco prevention/cessation services media campaign</b>	X	X	X	X

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Action 3: Assist in the implementation of ASK, ADVISE, REFER and provide technical assistance and follow up as needed	Apache County BTCD staff and assigned ASHLine Community Development Coordinator	-Increase the knowledge of providers of ASHLine services and how it can help them approach patients with a tobacco addiction	ASHLine	X	X	X	X
Action 4: Track Activity in WebQuit	Apache County BTCD staff	-Keep BTCD and Apache County staff updated on what we have completed	ASHLine	X	X	X	X

<b>Goal 5: Promote healthy choices to Apache County youth through Educational school based Prevention Programs</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 2015, Apache County BTCD staff will have implemented Educational Prevention program for Local Schools in Apache County that include Monthly Health Themes (incorporating elements from the SHI modules) and State promoted Events (i.e. Red Ribbon Week, GASO, Kick Butts Day, and World No Tobacco Day)							
<b>Agency Lead:</b> Apache County BTCD Staff <b>Partners:</b> Local School Administrators, staff and students, Community Partners, Youth Coalition and parents	<b>Related policy change:</b> Evaluation of current School Wellness Policy	<b>Related environmental change:</b> Adoption of healthier lifestyle/choices by School Staff and Students					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1 Sept 30<sup>th</sup></b>	<b>Q2 Dec. 31<sup>st</sup></b>	<b>Q3 March 30<sup>th</sup></b>	<b>Q4 June 30<sup>th</sup></b>
Action 1: Apache County BTCD staff will provide a 5 part program for schools to include state promoted events	Apache County BTCD staff -Youth Coalition members -School staff -Community Partners -Parents	-Unified programs for schools/students - healthier choices available for students, school staff and families -sustainability of programs for schools			X		X

<b>CONTRACT NUMBER</b> ADHS14-072360	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>ATTACHMENT 1</b>
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<b>Goal 6: Apache County BTCD staff will assist Pilot school(s) in completion process of SHI.</b>			<b>Strategy is integrated with (check all that apply):</b> <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):			
<b>Objective:</b> By June 2015, Apache County BTCD staff will have assist with process of selecting/implementing a SHIP goal for schools in Apache County currently implementing SHI/SHAC						
<b>Agency Lead:</b> Apache County BTCD Staff  <b>Partners:</b> Local School Administrators, staff and students, Community Partners, Youth Coalition and parents	<b>Related policy change:</b>  <b>Evaluation of current School Wellness Policy</b>	<b>Related environmental change:</b>  <b>Adoption of healthier lifestyle/choices by School Staff and Students</b>				

<b>Action 1:</b> Apache County BTCD staff will assist/ pilot school(s) currently implementing SHI/SHAC in completion process of score cards and selection of SHIP self-improvement goal	-Apache County BTCD staff -School Administrator -School staff, students and parents -SHAC for school	--school(x) will have set self-improvement goal for 2015 -Improved health environment for students -management of healthy choices(self-management) by schools -adjustments/changes as needed to wellness policy			X		X
<b>Action 2:</b> First Pilot School (Alpine Elementary) will implement #1-priority from score card; "program for Staff on healthy eating"	-Apache County BTCD staff -School Administrator -School Staff -SHAC	-Improved health for staff -fewer sick days taken by staff -positive modeling for students -SHIP goal met	X	X	X	X	

<b>CONTRACT NUMBER</b> ADHS14-072360	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>EXHIBIT ONE (1)</b>
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Arizona Department of Health Services  
Accounting/Contracts  
1740 W. Adams Street  
Phoenix, Arizona 85007

**CONTRACTOR'S EXPENDITURE REPORT**  
 1. Contract Number \_\_\_\_\_ P.O. # \_\_\_\_\_  
 2. Contractor Name \_\_\_\_\_  
 3. Title of Program \_\_\_\_\_  
 4. Reporting Period Covered: From \_\_\_\_\_ To \_\_\_\_\_

4A.  Cost Reimbursement - Cumulative Actual Expenditures  
 Fixed Price  
 4B.  Periodic Report  
 FINAL REPORT

Invoice # \_\_\_\_\_

Contractor's Detailed Statement of Expenditures and Fixed Price					
5. COST REIMBURSEMENT (Actual Expenditures)		Approved Budget (a)	Prior Report Period Date Expenditures (b)	Year to Date Expenditures (c)	Total Year to Date Expenditures (d)
<b>A. Account Classification:</b>					
Personnel Services		\$ -	\$ -	\$ -	\$ -
ERE		\$ -	\$ -	\$ -	\$ -
Professional and Outside Services		\$ -	\$ -	\$ -	\$ -
Travel Expenses		\$ -	\$ -	\$ -	\$ -
Operating Expense		\$ -	\$ -	\$ -	\$ -
Capital Outlay Expense		\$ -	\$ -	\$ -	\$ -
Other		\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>6. FIXED PRICE</b>					
	Rate per Unit	Number of Units Provided this Reporting Period	Total Funds Earned this Reporting Period	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned
<b>A. Type of Unit:</b>	(1)	(2)	(3)	(4)	(5)
<b>TOTAL</b>					

ADHS USE ONLY	THIS SECTION FOR ADHS ACCOUNTING USE ONLY			
<b>ADHS PROGRAM COORDINATOR CERTIFICATION:</b> <input type="checkbox"/> Performance satisfactory for payment <input type="checkbox"/> Performance unsatisfactory, withhold payment <input type="checkbox"/> No payment due  PROGRAM COORDINATOR SIGNATURE/DATE _____	Total Expenditures or total Fixed Price _____			
	Adj (if required): _____			
	Less: Year to date payments _____			
	Adj (if required): _____			
	Net payment due:			
	Index	PCA	AY	Amount
	_____	_____	_____	_____

**7. CONTRACTOR CERTIFICATION**  
 I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.

\_\_\_\_\_  
 AUTHORIZED CONTRACTOR'S SIGNATURE / TITLE / DATE

\_\_\_\_\_  
 PLEASE PRINT - PREPARED BY / PHONE NUMBER

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

June 17, 2014  
St. Johns, Arizona

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

Chairman White called to order the Board of Supervisors meeting at 8:33 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Milton Ollerton gave the Invocation.

Delwin Wengert led the Pledge of Allegiance.

Chairman White called for the Library District item.

Judith Pepple, Library Director, requested approval for the Round Valley Public Library to participate in the Springerville-Eagar Fourth of July Parade. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the regular agenda items. Mr. Shirley stated that due to the large fire going on adjacent to one of the Districts and he would like to be as expeditious as possible he would appreciate it. Mr. Weller stated that he respects the issue on the Navajo Nation with the fire so he would suggest the postponement of as many items as possible to another meeting. Mr. Shirley asked that the public hearing on the budget and the Assessor's office item be postponed to another meeting. Mr. White stated that he has his water trucks on standby and also needs to be available for the fire. A discussion was held regarding possible dates for a Board meeting to adopt the FY 2014-2015 Tentative Budget and public hearing with enough time to notice the public hearing in the paper. **Mr. Weller moved to postpone the tentative budget public hearing to July 7, 2014 as a special meeting at 8:30 a.m., seconded by Mr. Shirley.** Vote was unanimous. The public hearing followed by discussion and possible approval of FY 2014-2015 Tentative Budget will be heard July 7, 2014 at 8:30 a.m.

Mr. Weller stated that he wanted to pull three items off the consent agenda for discussion. Mr. White stated that they would just take each item separately.

Mr. Wengert presented Item A., approval of the minutes dated June 3, 2014 and June 5, 2014. Mr. Weller stated that the June 5, 2014 minutes did not reflect the question he posed to Attorney Young relative to the county's ability to file a law suit against the State if we find the actions they took part in caused damage to the County and Mr. Young had stated that it did not cause a

problem and that we could still file a law suit if we approved the assessed value and he wanted to make sure that was included in the June 5, minutes. Chairman White instructed Assistant Clerk of the Board, Beth Bond to make the adjustment to the minutes. **Mr. Weller moved approval of the minutes with the modifications as noted, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented item B. Request approval of demands dated June 3, 2014 to June 17, 2014. Mr. Weller stated that he will discuss his issues with the Finance Department since there were some demands that were not delivered to him prior to the meeting and will be speaking with Finance about getting the demands so he will be abstaining from approval of the demands. **Mr. Shirley moved approval, second by Mr. White.** Payee Amount APACHE COUNTY MEDICAL 146,608.00 APACHE COUNTY TAX WITHHOLDING 132,348.35 AZ STATE RETIREMENT SYSTEM 85,898.71 COLONIAL LIFE AND ACCIDENT INS 1,275.04 CORRECTIONS OFFICER RET PLAN 8,417.21 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,521.39 MUTUAL OF OMAHA 1,269.52 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 13,825.82 PUBLIC SAFETY SHERIFF RET 32,603.34 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,502.08 AMAZON COM INC 8,174.52 ASHTONS REPAIR INC 1,178.75 AVAYA COMMUNICATIONS 1,381.19 AZ STATE GOVERNMENT 2,244.01 AZLGEBT 300,714.75 BRADCO 35,140.09 DELL COMPUTER CORPORATION 7,031.64 EIGHTYNINE A LLC 2,764.80 EMPIRE MACHINERY 15,898.61 FRONTIER 1,721.61 GOODYEAR AUTO SERVICE 1,349.43 HARRIS, BOBBY JOE 6,201.00 HILLYARD INC 1,946.25 HOTSY OF THE FOUR CORNERS 1,577.00 INGRAM LIBRARY SERVICES 1,058.85 KENDALL AND SON LTD 1,015.52 NEWMAN SIGNS INC 1,421.08 OVERDRIVE INC 2,051.67 PJ TECHNOLOGIES INC 2,516.40 POWERLINE TECHNOLOGIES INC 9,936.94 QUILL CORP 7,005.61 SIMPLY BLINDS 1,622.48 STAPLES CREDIT PLAN 1,053.20 SUMMIT HEALTHCARE ASSOCIATION INC 1,845.75 THE AARONS COMPANY LLC 6,000.00 THE LIBRARY STORE INC 1,868.08 THOMSON REUTERS WEST 1,009.75 TYLER TECHNOLOGIES INC 1,505.00 VALLEY AUTO PARTS 1,857.64 VERITAS RESEARCH CONSULTING 1,000.00 WHITE MOUNTAIN PUBLISHING CO 2,505.54 YOUNG, JOSEPH 6,960.00 TRINITY SERVICES GROUP INC 14,656.06 LIBERTY FENCE AND SUPPLY 1,932.40 LIDDICOAT, WILLIAM M 6,750.00 ARIZONA COALITION FOR VICTIM SERVICES 2,000.00 SHELL OIL 2,785.70 SOUTHWEST SOFTUB AND SAUNA 5,457.00 ARIZONA STATE FORESTRY DIVISION 16,333.46 ARNOLD, RONALD L 2,700.00 AZ DEPT OF RISK MANAGEMENT 2,385.28 BRADCO 84,516.54 D & H PETROLEUM & ENVIRONMENTAL SERVICES 3,555.20 DELL COMPUTER CORPORATION 17,895.59 DESERT MOUNTAIN CORPORATION 14,969.25 DIAMOND DRUGS INC 3,657.21 EMERY K LA BARGE ATTORNEY AT LAW 1,193.50 EMILY L DANIES ATTORNEY AT LAW 1,277.35 EMPIRE MACHINERY 1,298.82 FOUR CORNERS ENVIRONMENTAL INC 13,887.45 FRONTIER 3,894.90 GALLUP LUMBER & SUPPLY 1,088.60 GILA COUNTY 1,827.00 HILLYARD INC 2,443.96 HUBBELL, ROCHELLE 1,095.00 INGRAM LIBRARY SERVICES 1,340.61 NAVAJO TRIBAL UTILITY AUTHORITY 1,522.52 NAVOPACHE ELECTRIC COOPERATIVE 8,019.48 NORTHLAND PIONEER COLLEGE 50,467.96 O'REILLY AUTO PARTS 1,500.88 ODOWD, CHARLES K 4,050.00 QUILL CORP 4,543.01 REED, ROBERT A 5,850.00 SHI INTERNATIONAL CORP 1,585.13 ST JOHNS CITY 1,690.60 THE WOOD LAW OFFICE (RONALD WOOD) 1,190.75 TJP COMMUNICATIONS 1,424.35 TYSON, JERRY P 2,700.00 WELLER, BARRY

GLEN 1,548.04 YELLOWHORSE, JAY 1,669.75 YOUNGS FUTURE TIRE 1,298.40 HUBBELL, ROCHELLE 1,195.00 SHELL OIL 2,707.65 UNIVERSAL FLEET CARD 1,308.33 VERITAS RESEARCH CONSULTING 1,400.00 HARRISON CONSTRUCTION 2,000.00 LUPTON CHAPTER 1,500.00 MANNING, KEVIN J 2,250.00 SOUTHWEST SOFTUB AND SAUNA 5,100.00 Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Motion passed 2-0 with Mr. Weller abstaining.

**Mr. Shirley moved to approve Item C. District II: Request authorization to change the currently vacant Administrative Assistant III to an Administrative Assistant II. Mr. Shirley moved approval, seconded by Mr. Weller. Vote was unanimous.**

Mr. Wengert presented Item D. request approval of appointment of Oscar Miranda as a Planning and Zoning Commission member for a 4 year term representing District II. Mr. Weller asked Community Development Director Milton Ollerton what District Mr. Miranda represented since the website did not indicate District II. Mr. Ollerton stated Mr. Miranda would represent District II. Mr. Weller asked if Mr. Miranda was a resident of District II. Mr. Ollerton stated no, he resides in Alpine, which is District III. **Mr. Weller moved approval, seconded by Mr. Shirley. Vote was unanimous.**

Angela Romero, Election Director, requested approval of acceptance of the petitions and authorization to approve an Order of Election for the reorganization of the Nutrioso Fire District #45 to change from a three member to a five member Board. **Mr. Weller moved approval seconded by Mr. Shirley.** Mr. Weller asked Ms. Romero what the deadline was for the Vernon Fire Department strict to start moving forward with the 5 member board due to the new statutes. Ms. Romero stated that she has the Vernon Fire Department to be on the November Ballot since they qualify due to the passage of Senate Bill 1387. Mr. Weller asked if Vernon had been notified and if candidates are presenting their papers. Mr. Romeo stated that it was not yet the filing period for Vernon but she is currently working with them. Vote was unanimous.

Commander Lance Spivey, Sheriff's Office requested approval of Arizona Department of Homeland Security Grant #999-100-03 for \$29,000 to purchase updated handheld and mobile radio equipment. Commander Spivey state that this money became available as a reallocation of unexpended federal grant funds and is the third installment of funding of this radio upgrade project that has standardized equipment and programming between local law enforcement agencies. **Mr. Shirley moved approval. Mr. Weller stated he will be opposing this item. Mr. White seconded the motion.** Mr. Weller stated that this is presented as an extension of a previous grant which is in part true, but is also connected to some policies and procedures of NIMS which is a little bit insidious to him. Mr. Weller stated he hopes his counterparts will start to investigate the connections with the federal government, homeland security and the requirements under the Patriot Act, which in his opinion, and many congressional members opinion, is unconstitutional. Mr. Weller stated that he thinks this is insidious have it connected to our sheriff's office which should be standing alone and protecting our citizens so for those reasons he will be opposing this item. Motion passed 2-1 with Mr. Weller voting nay.

Chairman White tabled the item for the Assessor's Office for possible approval of an Intergovernmental Agreement between Apache County Assessor's Office and Coconino County Assessor's Office for data processing consulting and assistance with Tyler for a period of two (2) years at a cost of \$44,800 per year. No action was taken.

Joe Young County Attorney's Office, requested approval of Arizona Criminal Justice Commission Victim Assistance Grant #VA-15-017 in the amount of \$23,339 awarded for FY15. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert stated that both presentations, Steven Eddy, Tucson Electric Power, for the update On UNS Energy Corporation being acquired by Fortis and the transaction and benefit of the change and Craig Sullivan, CSA Executive Director for an update on activities of the County Supervisors Association, including a discussion of the recent legislative session were cancelled and would be rescheduled at a later date.

Mr. Wengert provided notification of the Arizona Association of Counties Conference on June 25 & June 26, 2014 at the JW Marriott Desert Ridge Resort, 5300 E. Marriott in Phoenix, and the Northern Arizona Council of Governments (NACOG) meeting on June 26, 2014 at 10:00 a.m. located at the High Country Conference Center, 201 W. Butler Ave. in Flagstaff, where two or more members of the Apache County Board of Supervisors may be in attendance.

Chairman White opened the floor for the call to the public.

Lorraine Vaught, a resident of Apache County stated that she still has a concern with how the forms are filled out for agenda items, so when you click on the backup information attached to the Agenda on the website, she does not feel there is enough information for the public. Ms. Vaught stated that she is also finding it difficult to locate the line items and amounts on budget items on the website and as a taxpayer she would like to see more information on the demands that are being paid. Mr. White asked Mr. Wengert to have staff to take the necessary action to help the public.

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

Approved this 1<sup>st</sup> day of July, 2014.

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Tom M. White, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manger \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Demands \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOS Meeting Date Requested \_\_\_\_\_

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature: 6/23/14

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

PERMISSION TO GO TO BID FOR NEW FUEL SYSTEM FOR CHINLE ROAD YARD.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **DISTRICT II**

Date: **06/19/2014**

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 hire Paula Claw as District Manager at a salary of \$55,000.

**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

**PAULA P. CLAW**

PO Box 1284 • Chinle, AZ 86503 • (928) ~~255-1224~~ • paulaclaw@hotmail.com

**EDUCATION**

Master of Social Work (MSW), Master of Public Administration (MPA), May 2014

B.S., Social Work (BSW) with minor in Political Science, May 2002

College of Public Programs, Arizona State University, Tempe, Arizona

**Honors/Academic Accomplishments**

Summa Cum Laude Graduate

Phi Alpha Honors Society for Social Workers

Phi Alpha Alpha Honors Society for Public Affairs & Administration

1<sup>st</sup> Runner Up, Miss Indian Arizona State University, 1998

**EXPERIENCE**

*Chairperson*, Navajo Relief Charities – National Relief Charities, Peyton, TX March 2005 – Present

- Advocated for Navajo elderly and children, to ensure the organization is managed effectively and in accordance to improving the quality of life on the Navajo reservation.
- Served as a liaison and promoted opportunities that ensured positive changes within Navajo communities.
- Collaborated with the development team with writing and producing massive solicitation and marketing materials for potential funding to aid on-going programs.
- Coordinated large-scale community outreach campaigns to increase public awareness on Native American socioeconomic hardship, poverty, wellness, substandard housing, and education.
- Identified and developed materials used for publicity to continue prevention and early intervention community awareness events.
- Participated and delivered goods and services to more than 40 program partners on Navajo Nation Chinle Agency.
- Developed partnerships and volunteer commitments through networking

*Behavioral Health Technician, MSW Intern*, Native Health, Phoenix, AZ August 2013 – May 2014

- Managed 25 caseloads, counseled children and adolescents on chemical dependency issues and provided educational lectures related to substance abuse, to decrease behavioral problems.
- Collected client data and wrote detailed progress notes that describe the client's problems and strengths, client's individual/interpersonal functioning, and his/her relations toward social systems and environment.
- Completed clinical assessments and diagnosed individuals using the Diagnostic Statistical Manual (DSM)-IV/V.
- Assessed and completed child and family team meetings: identified family vision, team goal, discharge plan, strengths and additional services needed; utilized interpretative services for Spanish speaking clients.
- Effectively assisted clientele and compiled individualized service and treatment plans; scheduled and coordinated weekly appointments, assessments, and service plans, to sustain on-going services.
- Advocated and assisted clients with learning disabilities, acquired Individualized Education Plan (IEP) through child study team meetings, to ensure appropriate placement and educational goals were tailored to student needs.
- Provided culturally sensitive therapy modalities through existing services, outside referral services, or new services development and referred clients to Direct Service Providers via DSP referral packets as appropriate.
- Staffed client updates with clinical supervisor and attended client's medication monitoring appointments and psychological evaluations.
- Documented and updated client records and data, included demographic data, treatment plans, psychosocial history, progress notes, strength needs and cultural discovery (SNCD) and discharge.
- Completed Magellan Achieved Training required by Arizona Magellan Health Services.

*Behavioral Health Specialist, MSW Intern*, Native American Connections August 2012 – May 2013

- Administered clientele caseloads and provided chemical dependency counseling to individuals/groups enrolled in the program.
- Completed initial orientation and admission of incoming clients that included data collection, signatures, obtaining release of information and data entry.
- Monitored client self-administration of medications and kept accurate records of medication consumption.

- Screened, interviewed, and processed paperwork necessary for clients entering and leaving program (activation of cases, discharge from services).
- Performed crisis and individual counseling on problematic issues and helped identify solutions and coping mechanisms to keep clients in the program (e.g. the use of traditional healing ceremonies such as Talking Circles and Sweat Lodge).
- Scheduled staff meetings, trainings, and conferences regarding programs and services related to client disorder and treatment; facilitated house meetings.

*Administrative Coordinator, Apache County District One, Chinle, AZ*

May 2002 – August 2012

- Managed \$1.7 million budget, provided financial counsel and produced financial reports that demonstrated accountability of expenditures.
- Supervised support staff that provided administrative and public support to constituents.
- Coordinated with county personnel via telephone and e-mail to prepare weekly/monthly meetings and facilitate communication among team leaders which improved team efficacy and efficiency.
- Effectively managed issues related to compensation, hiring, performance management, organization, safety, wellness, benefits, employee motivation, communication, and training.
- Administered personnel and confidential employee records; coordinated work between sections of departments.
- Efficient in planning, preparing and writing reports, correspondences, presentations and gathering statistical information for county and public usage.
- Scheduled meetings/appointments, met timeline/deadlines, managed multiple projects and tasks simultaneously.
- Served as a Liaison, implemented partnerships and coordinated road maintenance projects with Federal and Tribal officials such as; Bureau of Indian Affairs, Navajo Nation, and Arizona Department of Transportation.
- Researched and wrote proposals, prepared budgets, and secured funds from Navajo Nation Fuel Excise Tax for road maintenance project in rural communities.
- Wrote an award winning \$1.2 million grant for 40 new homes funded from Native American Housing Assistance Determination Act; established a resident organization, wrote bylaws, and facilitated meetings.
- Conducted public presentations on intergovernmental lease agreements and rural housing opportunities; assisted low-income residents obtain mortgage loans and grants to repair, improve or modernize a home.
- Developed, designed, and wrote/edited articles for website, fabricated brochures and quarterly newsletters.
- Coordinated with Food Banks & charities, seeking support for community and state declared emergencies.
- Acquired studies and reports for archeological and environmental protection clearances, categorical exclusion and Findings of No Significant Impact for leased land and road projects.

## COMMUNITY INVOLVEMENT

*Volunteer, Native American Toys for Tots Program, U.S. Marine Corps Reserve, 2005 to 2010*

- Attended meetings with Marine Corps Reserve personnel, coordinators, and local law enforcement across the Southwest.
- Solicited monetary donations from businesses to help obtain toys for needy children living on the reservations.
- Assisted Coordinator from the local level and scheduled toy pick-up in California.
- Contacted and picked up donated toys from local businesses and Marine Corps bases in California.
- Delivered and distributed toys to children living in remote communities.
- Wrote letters of support and donations to help fund Toys for Tots Program on Navajo Nation.
- Coordinated with local Head Start, social services, day care, and Chapter to obtain a listing of deserving children who live in poverty stricken homes.
- Generated close-out reports and accounted for all toys received and distributed to children.

*SweetTarts Basketball Coach, Office of Dine Youth, Fall/Winter Yearly*

- Coached girls ages 8-12 years old and taught the basic fundamentals of basketball.
- Educated players about sportsmanship, teamwork, discipline and responsibility of being a team player.
- Educated players about living healthy lifestyles through exercise techniques.
- Provided positive feedback to players on their skills and techniques of how to improve weaknesses.

Apache County  
 Human Resources  
 P.O. Box 989  
 St. Johns, AZ 85936  
 (928) 337-7524 (928) 337-7606 Fax  
 www.co.apache.az.us



### EMPLOYMENT APPLICATION

We consider applicants for all positions without regard to race, color, sex, religion, national origin, age, disability, or any other legally protected status.

#### PLEASE NOTE

- (1) All questions must be answered.
- (2) Non-responsive information stated on this application and other hiring forms will disqualify the applicant from consideration.
- (3) Applications are current for six months and will be retained in our active files during this time. If you are interested in a position during this period, please contact the Human Resources Department and have your application submitted for that job. Any positions that you have an interest in after the six months will require the submission of a new application.
- (4) A separate application is required for each position you are applying for.

Position applied for and job posting number		Date of application	
Last Name <b>Claw</b>	First Name <b>Paula</b>	Middle Name <b>Paulette</b>	
Mailing Address <b>PO BOX 1284</b>	City <b>Chinle</b>	State <b>AZ</b>	Zip Code <b>86503</b>
Telephone Number <b>(928) 245-1234</b>	Message Number <b>(928) 245-1234</b>	Social Security Number <b>[Redacted]</b>	

Are you available to work:  Full Time     Part Time     Shift Work     Temporary

Are you 18 or over?  Yes     No

Have you ever been employed with Apache County?  
 Dates: May 2013 - August 2013 & May 2002 - August 2012  
 Yes     No

Do you have access to reliable transportation?  Yes     No

Do you have a C.D.L.?  Yes     No

If you are currently employed, may we contact your present employer?  Yes     No

Are you eligible to work in the United States?  Yes     No  
(Proof of citizenship or immigration status will be required upon employment)

Do you have any relatives that are currently employed by Apache County?  
 If yes, please list name(s): \_\_\_\_\_  Yes     No

Have you ever been convicted of any felony or driving under the influence?  
 If yes please explain: \_\_\_\_\_  Yes     No

Applicants are advised that under Arizona's public records laws, copies of applications and resumes of persons considered for employment, with limited personal information removed, may be subject to disclosure to any person who requests them.

Military Service	
Branch of Service	N/A
Dates of Service	N/A
Duties/Specialized Training	N/A

Education			
School	City	State	
Arizona State University College of Public Programs	Phoenix	AZ	
Dates Attended	Degrees or Diplomas		
August 2012 - May 2014	Master of Social Work & Master of Public Administration		
School	City	State	
Arizona State University College of Public Program	Tempe	AZ	
Dates Attended	Degrees or Diplomas		
August 1997 - May 2002	Bachelor of Social Work with minor in Political Science		
School	City	State	
Dates Attended	Degrees or Diplomas		
Describe any specialized training, skills, honors received and/or qualifications:			
Summa Cum Laude Graduate, Phi Alpha Honors Society for Social Workers, Phi Alpha Alpha Honors Society for Public Affairs & Administration			

Foreign language			
Indicate any foreign languages you can speak, read and/or write:			
	Fluent	Good	Fair
SPEAK	English		
READ	English		
WRITE	English		

References		
1. Name	Address	Phone Number
Calvin Castillo	PO BOX 619 Fort Defiance, AZ 86504	(828) 733-2222
2. Name	Address	Phone Number
Sharlene Begay-Platero	PO BOX 663 Window Rock, AZ 86515	(505) 206-3471
3. Name	Address	Phone Number
Robert Holtsoi	4438 W. Whitton Ave, Phoenix, AZ 85031	(480) 480-2568

History - Begin with most recent employer. Attach additional sheets as needed. Must be completed in full.				
<b>Job Title</b>	Behavioral Health Technician, MSW Intern	<b>Dates Employed</b>		<b>Work Performed</b>
<b>Employer</b>	Native Health	<b>From</b>	<b>To</b>	
<b>Supervisor</b>	Dennis Huff, MSW, LCSW	August 2013	May 2014	
<b>Address</b>	4041 North Central Avenue, Building C, Phoenix, AZ 85012			
<b>Telephone Number</b>	(602) 279-5262			
<b>Reason for Leaving</b>	Practicum Ended	<b>Starting</b>	<b>Final</b>	
		\$0.00	\$0.00	
<b>Job Title</b>	Behavioral Health Specialist, MSW Intern	<b>Dates Employed</b>		<b>Work Performed</b>
<b>Employer</b>	Native American Connections	<b>From</b>	<b>To</b>	
<b>Supervisor</b>	Jacqueline John, MSW, LCSW	August 2012	May 2013	
<b>Address</b>	4520 N. Central Avenue, Phoenix, AZ 85012			
<b>Telephone Number</b>	(602) 254-3247			
<b>Reason for Leaving</b>	Practicum Ended	<b>Starting</b>	<b>Final</b>	
		\$0.00	\$0.00	
<b>Job Title</b>	Administrative Coordinator	<b>Dates Employed</b>		<b>Work Performed</b>
<b>Employer</b>	State of Arizona Apache County Dist. I	<b>From</b>	<b>To</b>	
<b>Supervisor</b>	Jim Claw	May 2002	August 2012	
<b>Address</b>	PO BOX 1952 Chinle, AZ 86503			
<b>Telephone Number</b>	(928) 674-5664			
<b>Reason for Leaving</b>	Furlough	<b>Starting</b>	<b>Final</b>	
		\$14.00	\$18.00	
<b>Job Title</b>		<b>Dates Employed</b>		<b>Work Performed</b>
<b>Employer</b>		<b>From</b>	<b>To</b>	
<b>Supervisor</b>				
<b>Address</b>				
<b>Telephone Number</b>				
<b>Reason for Leaving</b>		<b>Starting</b>	<b>Final</b>	

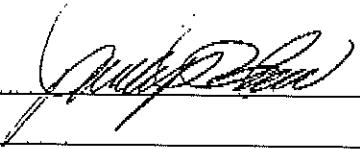
**Applicants Statement**

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in the application for employment as may be necessary in arriving at an employment decision.

I understand that neither this document nor any offer of employment from the employer constitute an employment contract.

I understand that false or misleading information given in my application or interview(s) may result in discharge.

In consideration for my employment, I agree to conform to the county's policies, practices, rules/regulations and standards, which may be changed from time to time.

Applicant's Signature:  Date: \_\_\_\_\_

**Apache County is an equal opportunity employer**



# Apache County Human Resources

Karen Houston, Director  
Post Office Box 989  
St. Johns, AZ 85936  
(928) 337-7534 - Fax (928) 337-7606

Dear Sir/Madame:

Paula Paulette Claw has applied for employment with Apache County and has stated that he/she was employed by you in the capacity of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

Your response to the questions below, which may be returned in the enclosed envelope, will be greatly appreciated.

Sincerely,

\_\_\_\_\_  
Human Resources Department

-----  
1. Are the dates of employment substantially correct?

\_\_\_\_\_  
If not, please give correct date

2. What type of work did applicant perform?

3. Why did the applicant leave your service?

4. Would you re-employ applicant in a suitable vacancy?

5. Please comment briefly on applicants work habits, attendance and ability:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
To be Signed by Applicant

I hereby authorize all my previous employers to furnish the Apache County Human Resources Department information concerning my employment history. I hereby release the above employers from any responsibility for damage on account of furnishing said information.

Applicant Signature: [Signature] Date: \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: July 1 

Describe in detail what you want to say to the Board and what action you want the Board to take:  
Consent - Consideration and possible approval to hire Robert Crum as Building Official at a rate above the range due to experience and certifications. Proposed rate is \$43,000.00

BOS

Meeting Date Requested 7-1-14

PRE-AGENDA ITEM REVIEW

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

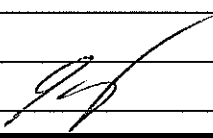
Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature:  6/25/14

Human Resources Review: \_\_\_\_\_

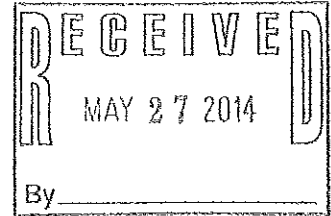
Signature:  6-24-14

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Apache County  
 Human Resources  
 P.O. Box 989  
 St. Johns, AZ 85936  
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 www.co.apache.az.us



### EMPLOYMENT APPLICATION

We consider applicants for all positions without regard to race, color, sex, religion, national origin, age, disability or any other legally protected status.

#### PLEASE NOTE

- (1) All questions must be answered.
- (2) Non-responsive information stated on this application and other hiring forms will disqualify the applicant from consideration.
- (3) Applications are current for six months and will be retained in our active files during this time. If you are interested in a position during this period, please contact the Human Resources Department and have your application submitted for that job. Any positions that you have an interest in after the six months will require the submission of a new application.
- (4) A separate application is required for each position you are applying for.

Position applied for and job posting number 201405004-Building Official		Date of application 5/25/2014	
Last Name Crum	First Name Robert	Middle Name Douglas	
Mailing Address PO Box 12521	City Casa Grande	State AZ	Zip Code 85130
Telephone Number [REDACTED]	Message Number [REDACTED]	Social Security Number [REDACTED]	

Are you available to work:  Full Time     Part Time     Shift Work     Temporary

Are you 18 or over?  Yes     No

Have you ever been employed with Apache County?  Yes     No

Dates: \_\_\_\_\_

Do you have access to reliable transportation?  Yes     No

Do you have a C.D.L.?  Yes     No

If you are currently employed, may we contact your present employer?  Yes     No

Are you eligible to work in the United States?  Yes     No

(Proof of citizenship or immigration status will be required upon employment)

Do you have any relatives that are currently employed by Apache County?  Yes     No

If yes, please list name(s): \_\_\_\_\_

Have you ever been convicted of any felony or driving under the influence?  Yes     No

If yes please explain: \_\_\_\_\_

Applicants are advised that under Arizona's public records laws, copies of applications and resumes of persons considered for employment, with limited personal information removed, may be subject to disclosure to any person who requests them.

**Military Service**

Branch of Service N/A

Dates of Service

Duties/Specialized Training

**Education**

School University of Phoenix	City Chandler	State AZ
Dates Attended 2010-2011 Graduated In 2011	Degrees or Diplomas Masters Degree Business Administration	
School University of Phoenix	City Chandler	State AZ
Dates Attended 2008-2010	Degrees or Diplomas Bachelors Degree Business Management	
School	City	State
Dates Attended	Degrees or Diplomas	
Describe any specialized training, skills, honors received and/or qualifications: Various classes and continuing education for General Contractor License as well as 11 certifications from the International Code Council.		

**Foreign Language**

Indicate any foreign languages you can speak, read and/or write:

	Fluent	Good	Fair
SPEAK	N/A		
READ			
WRITE			

**References**

1. Name <b>Hector Madrid</b>	Address 335 W. Byrd Ave., Coolidge, AZ	Phone Number <del>520-500-0000</del>
2. Name <b>Loren Shelton</b>	Address 8155 N. Pueblo Cir., Casa Grande, AZ	Phone Number <del>520-853-3000</del>
3. Name <b>Tony Robles</b>	Address 420 N. Park Ave., Casa Grande, AZ	Phone Number <del>520-853-3000</del>

**History - Begin with most recent employer. Attach additional sheets as needed. Must be completed in full.**

<b>Job Title</b>	<b>Dates Employed</b>		<b>Work Performed</b>
	<b>From</b>	<b>To</b>	
<b>Job Title</b> Building Inspector			Running day-to-day operations of the Building Safety department. Assigning inspections, projects and performing employee training and evaluations. I am supposed to be the Sr. Plans Examiner as well as Inspector and Certified Building Official.
<b>Employer</b> Gila River Indian Community			
<b>Supervisor</b> Howard Reno	09/08	Present	
<b>Address</b> PO Box 97, Sacaton, AZ 85147	<b>Hourly Rate/Salary</b>		
<b>Telephone Number</b> 520-610-1722	<b>Starting</b>	<b>Final</b>	
<b>Reason for Leaving</b> Still employed; resigning to move to Show Low 6/13/14			
<b>Job Title</b> Building Inspector			Residential and commercial inspections. I logged in inspections for the day, performed the inspections and completed necessary paperwork for the Town as well as the customer.
<b>Employer</b> Town of Queen Creek			
<b>Supervisor</b> Dave Croxell	2006	2007	
<b>Address</b> 22350 S. Ellsworth Rd., Queen Creek, AZ 85142	<b>Hourly Rate/Salary</b>		
<b>Telephone Number</b> 480-358-3000	<b>Starting</b>	<b>Final</b>	
<b>Reason for Leaving</b> Layoff due to housing decline.			
<b>Job Title</b> Building Inspector II			Initially, inspections for residential housing. When promoted to Building Inspector II additional duties included training of staff as well as representing staff at County meetings.
<b>Employer</b> Pinal County			
<b>Supervisor</b> Steve Brown	2005	2006	
<b>Address</b> 31 N. Pinal St., Florence, AZ 85132	<b>Hourly Rate/Salary</b>		
<b>Telephone Number</b> 520-866-6000	<b>Starting</b>	<b>Final</b>	
<b>Reason for Leaving</b> Started my General Contractor business 06/06.			
<b>Job Title</b> Owner/Sole Proprietor			Sales, planning, organizing and controlling all aspects of the project. I self funded as well as self performed all trades. I have vast knowledge of construction from building and selling over 30 homes.
<b>Employer</b> Diamante Custom Builders LLC			
<b>Supervisor</b> Robert Crum	2006	2010	
<b>Address</b> PO Box 12521, Casa Grande, AZ 85130	<b>Hourly Rate/Salary</b>		
<b>Telephone Number</b> 928-215-5235	<b>Starting</b>	<b>Final</b>	
<b>Reason for Leaving</b> Housing market stopped. I went to work for Queen Creek.			

**Applicants Statement**

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in the application for employment as may be necessary in arriving at an employment decision.

I understand that neither this document nor any offer of employment from the employer constitute an employment contract.

I understand that false or misleading information given in my application or interview(s) may result in discharge.

In consideration for my employment, I agree to conform to the county's policies, practices, rules/regulations and standards, which may be changed from time to time.

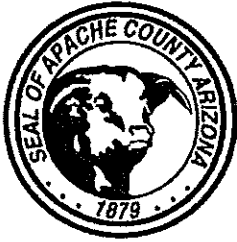
Applicant's Signature:



Date:

5-25-14

**Apache County is an equal opportunity employer**



# Apache County Human Resources

Karen Houston, Director  
Post Office Box 989  
St. Johns, AZ 85936  
(928) 337-7534 - Fax (928) 337-7606

Dear Sir/Madame:

\_\_\_\_\_ has applied for employment with Apache County and has stated that he/she was employed by you in the capacity of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

Your response to the questions below, which may be returned in the enclosed envelope, will be greatly appreciated.

Sincerely,

\_\_\_\_\_  
Human Resources Department

-----  
1. Are the dates of employment substantially correct?

\_\_\_\_\_  
If not, please give correct date

2. What type of work did applicant perform?  
\_\_\_\_\_

3. Why did the applicant leave your service?  
\_\_\_\_\_  
\_\_\_\_\_

4. Would you re-employ applicant in a suitable vacancy?  
\_\_\_\_\_

5. Please comment briefly on applicants work habits, attendance and ability:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
-----

To be Signed by Applicant

I hereby authorize all my previous employers to furnish the Apache County Human Resources Department information concerning my employment history. I hereby release the above employers from any responsibility for damage on account of furnishing said information.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

5-25-14

Ms. Karen Houston,  
Human Resources Director  
Apache County  
PO Box 989  
St. Johns, AZ 85936

Dear Ms. Houston:

I would like to apply for the position of Building Official, which was posted on the website for the Arizona League of Cities. I have over 11 years of experience in certified code inspections as well as plan reviewing.

I supervised the day-to-day activities of eight Building Inspectors and completed projects worth over 300 million dollars during my employment, to date. The coverage area of my jurisdiction is over 625 square miles and a community population of approximately 22,000 residents. We utilize a budget of \$1.4 million.

My credentials are outlined further in the application, but in summary: 11 ICC certifications including Certified Building Official, Licensed General Contractor (on hold status), Master of Business Administration degree. Additionally, I am the point of contact for the Office of Emergency Management and have over 200 hours of FEMA Training and seven certifications from FEMA.

I would appreciate an opportunity to discuss the current opening further and how my education and experience are best suited for your County's needs.

Sincerely,



Robert D. Crum

It should be noted that I was finally supposed to be promoted to SR. Plans Examiner (see attachment) after performing those duties for approximately two and a half years. My Director was terminated and the promotion was pulled and frozen. Since that time, I have continued to serve as the department leader, running the operations without compensation or recognition.

I submitted my resignation to the Gila River Indian Community effective June 13, 2014 to relocate to Show Low and be near my grandchildren. I think the Building Official position would be a great opportunity for me as well as benefit the residents of Apache County.



# GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85247

TRIBAL PROJECTS DEVELOPMENT  
315 W. Casa Blanca Road  
Post Office Box 97

(520) 562-6080  
Fax: (520) 562-6089

To Whom It May Concern:

For approximately the last three years Mr. Crum has been managing the day-to-day operations of the Gila River Indian Community, Building Safety department. Mr. Crum is currently classified as a Building Inspector with Human Resources.

Several attempts to permanently promote Mr. Crum to Sr. Plans Examiner have been made by the previous Director of Tribal Projects only to be pulled and a moratorium placed on hiring. I understand Mr. Crum's desire to obtain other employment commensurate with his education and experience.

At this point in time, I am happy to recommend Mr. Crum as a candidate for your vacant Building Official position. Mr. Crum has demonstrated the knowledge and ability to lead a Building Safety department for the last three years and will be an asset to Apache County.

Best Regards,

Howard Reno, Director-GRIC Tribal Projects

(520) 610-1722



# GILA RIVER INDIAN COMMUNITY

## TRIBAL DEVELOPMENT & SERVICES DIVISION

**Tribal Projects Development**  
291 W. Casa Blanca Road  
Post Office Box 97  
SACATON, AZ 85147

**Phone: (520) 562-6080**  
**Fax: (520) 562-6089/6255**

1101 10/31/13

### MEMORANDUM

**To:** TeriLynne Kisto, Human Resources Director  
**From:** Wilfred Brown, Director of Tribal Projects Development  
**Date:** October 30, 2013  
**RE:** Robert Crum- Promotion to Senior Plans Examiner

*WLB*

*Dr. [unclear]*

*Vacancies  
Verified  
10/31/13  
WLB*

I have worked closely with Mr. Robert Crum for the past three and half years while he has been employed as Building Inspector within Tribal Projects- Building Safety Division. I have been impressed by both Mr. Crum's attitude towards his work and his performance on the job. His knowledge of current Building Codes in all phases of construction allowed him to develop effective working relationships with Community Departments, Business entities and Department staff.

Mr. Crum possesses solid building code knowledge background and skills which have enabled him to compose himself as a qualified employee. He also has the methodical skills to diagnose issues and develop practicable solutions. His ability to remain focus on code issues during inspections and plan review enables him to work well with other code enforcement officials proves his ability to interpret code compliance.

Mr. Crum has been assisting this department with plan review of both commercial and residential these past two and half years and has become an asset to this department, his acquired expertise, the experience he has gained on the job and the continuing education classes he has participated him make him a prime candidate for promotion from Building Inspector to Senior Plans Examiner. This position is currently classified and funded within the FY14 budget.

I recommend him for a promotion without reservation; he does possess the credentials under International Building Codes as Certified in several code disciplines.

Any additional questions or comments please do not hesitate to contact TPD.



# GILA RIVER INDIAN COMMUNITY

SACATON, AZ. 85147

## HUMAN RESOURCES DEPARTMENT

Post Office Box 97

520-562-9800

520-562-9808

Fax: 520-562-9809

### MEMORANDUM

**DATE:** October 31, 2013

**TO:** Wilfred Brown, Director  
Tribal Projects Development

**FROM:** TeriLynne Kisto, Director  
Human Resources Department

**SUBJECT:** PROMOTION – ROBERT CRUM

Your request to promote Mr. Robert Crum to the vacant Senior Plans Examiner position has been approved and forwarded for pre-employment processing. Human Resources will contact the applicant with the scheduled date and time. The effective start date will be determined upon successful completion.

Should you have any questions, please feel free to contact me at (520) 562-9810.

Thank you.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Discussion and possible approval to increase the annual salary for Constable Charli Anderson to \$36,100 as required by Statute

BOS Meeting Date Requested July 1, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

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

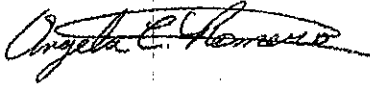
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Election Department / Angela C. Romero

Date/Signature: 6/18/2014



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

Elections Department: Request approval to cancel the election for the Republican Precinct Committeemen and appoint the persons who filed the nominating petition to fill the positions.

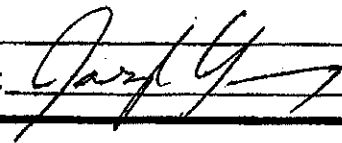
BOS Meeting Date Requested July 1, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: There are less than ten names. I believe the agenda item would be more complete if we include those names.

Signature:



Finance Review:

Signature:

Human Resources Review

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

## Republican Precinct Committeemen

Filed Nomination papers with the Apache County Election Dept.  
(Cancellation of election requested)

PRECINCT NAME	REPUBLICANS
<b>CONCHO</b>	Avenenti, Ann
	Roberts, Susan
	Samoff, Thomas
	Staffnik, Jim
	Weller, Barry
	Weller, Bonnie
<b>EAGAR</b>	Ashcroft, LaVerl
	Udall, Myrna
<b>ROUND VALLEY</b>	Donaldson, Marcelle
	Elmer, Brett
<b>ST. JOHNS</b>	Bond, Delos
	Trail, Ray

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

ASSESSOR'S OFFICE

Date/Signature: 6-3-2014

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

THE ASSESSOR'S OFFICE RESPECTFULLY REQUESTS APPROVAL OF AN IGA BETWEEN APACHE COUNTY ASSESSOR'S OFFICE AND COCONINO COUNTY ASSESSOR'S OFFICE FOR DATA PROCESSING CONSULTING AND ASSISTANCE FOR A PERIOD OF TWO (2) YEARS AT A COST OF \$44,800 PER YEAR. JOE YOUNG, WITH THE COUNTY ATTORNEYS OFFICE HAS REVIEWED THE CONTRACT AND RESUME AND HAS FOUND NO ISSUES WITH EITHER.

BOS Meeting Date Requested 6-17-14

**PRE-AGENDA ITEM REVIEW**

Review Routing /X /Legal /X/Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

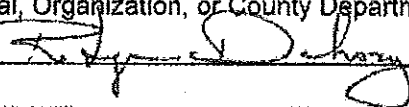
Signature: \_\_\_\_\_

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

Date/Time stamp:

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

ASSESSOR'S OFFICE



Date/Signature: 6-3-2014

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

THE ASSESSOR'S OFFICE RESPECTFULLY REQUESTS APPROVAL OF AN IGA BETWEEN APACHE COUNTY ASSESSOR'S OFFICE AND COCONINO COUNTY ASSESSOR'S OFFICE FOR DATA PROCESSING CONSULTING AND ASSISTANCE FOR A PERIOD OF TWO (2) YEARS AT A COST OF \$44,800 PER YEAR. JOE YOUNG, WITH THE COUNTY ATTORNEYS OFFICE HAS REVIEWED THE CONTRACT AND RESUME AND HAS FOUND NO ISSUES WITH EITHER.

BOS Meeting Date Requested 6-17-14

**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: \_\_\_\_\_

# INTERGOVERNMENTAL AGREEMENT

Between

The Apache County Assessor's Office

And

The Coconino County Assessor's Office

This Intergovernmental Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Apache County Assessor's Office ("Apache County"), and the Coconino County Assessor's Office ("Coconino County"), (together the "Parties"), for the purpose of providing consulting services.

WHEREAS, the Parties are each authorized by A.R.S. § 11-952 enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies; and

WHEREAS, Apache County is required by A.R.S. § 42-13004(A) to use data processing systems prescribed by the Department of Revenue; and

WHEREAS, Apache County is authorized by A.R.S. § 42-13004(B) to contract with another county for consulting services to facilitate the use of required data processing systems; and

WHEREAS, Coconino County has the staff and expertise necessary to meet the requirements of the Department of Revenue; and

WHEREAS, the Parties contract hereunder in compliance with A.R.S. § 42-13004 for the provision of consulting services to facilitate property taxation functions for both Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth below, the Parties agree as follows:

## 1.0 DURATION

The term of this Agreement shall be twenty four (24) months, beginning on July 1, 2014 (the Effective Date). This Agreement may be renewed for additional terms upon the written approval of the Parties.

## 2.0 RESPONSIBILITIES

2.1 Coconino County shall provide Apache County with data processing consulting and assistance in accordance with A.R.S. § 42-13004. The data processing consulting and assistance shall be provided for the purpose of facilitating Apache County's property tax functions and may be changed by Coconino County from time to time.

2.2 Coconino County shall, as a component of its consulting services, respond to any subpoena related to a valuation or classification appeal to the Arizona Tax Court.

2.3 Apache County shall furnish all information required by Coconino County to the Coconino County Assessor's Office in a form and manner in accordance with the request made by the Coconino County Assessor's Office. Coconino County shall not be responsible for Apache County's failure to comply with statutory or administrative deadlines where consulting services are completed on or before a mutually agreeable deadline.

2.4 Apache County shall furnish to the Coconino County Assessor's Office remote access and a password for access to the Tyler System that includes sufficient security access to perform the required data processing services.

### **3.0 FINANCING**

3.1 Consulting services shall be billed in the amount of \$44,800 per year. A description of consulting services provided by Coconino County is included in Exhibit A. Consulting services shall commence upon the Effective Date.

3.2 The cost of consulting services shall be budgeted by Apache County and payment shall be due and payable in installments of thirty (30) day increments. On or before the 5<sup>th</sup> of each month, Coconino County shall provide to Apache County an invoice for the previous month, including a description of the consulting services provided.

3.3 Payments are delinquent if not paid within thirty (30) days of the applicable due date and may be cause for termination of this Agreement.

3.4 Apache County agrees to pay for mileage, lodging per diem, and meal per diem for any travel associated with consulting services at the rate set out in the State of Arizona Travel Policy published by the Arizona General Accounting Office. Payment for travel time, mileage, lodging per diem, and meal per diem shall be due and payable immediately upon receipt of invoice therefore.

### **4.0 TERMINATION**

4.1 This Agreement may also be terminated upon thirty (30) days' written notice by either party. Upon early termination of this Agreement, a final invoice shall be provided by Coconino County to Apache County on, or before, the 5<sup>th</sup> day of the month following the termination. A final invoice produced due to an early termination shall pro-rate the 30-day portion of the \$44,800 based on the number of days for which consulting services were provided.

4.2 In addition to the early termination provision in Section 4.1, this Agreement shall terminate automatically if Apache County does not provide to Coconino

County the information necessary to complete the consulting services described in Section I(A) of Exhibit A within thirty (30) days of the Effective Date.

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Non-Availability of funds**

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

### **5.2 Non-Discrimination**

Apache County shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Apache County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **5.3 Record and Audits**

Pursuant to A.R.S. § 35-212, § 25-215, and §41-2548, all books, accounts, reports, files and other records related to this Agreement shall be subject, at all reasonable times, to inspection and audit by Coconino County during the term of this Agreement and for five (5) years after the termination of this Agreement.

### **5.4 Conflict of Interest**

This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of contracts by political subdivisions of the state.

### **5.5 Third Party Antitrust Violations**

Apache County assigns to Coconino County any claim for overcharges resulting from antitrust violations to the extent that such violations concern

materials or services supplied by third parties toward fulfillment of this Agreement.

### **5.6 Immigration Laws**

The Parties agree to comply with all provisions of Executive Order 2005-30, ensuring compliance with federal immigration laws by employees and contractors.

### **5.7 Limitations**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties or as requiring the Parties to expend any sum in excess of its appropriations.

## **6.0 DISPUTE RESOLUTION**

### **6.1 Meet and confer process**

In the event that Coconino County or Apache County believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within thirty (30) days of the date of service of said request.

### **6.2 Notice of Disagreement**

If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other party that identifies and describes any alleged violation of this Agreement ("Notice of Disagreement"), with particularity, if available, and sets forth the action required to remedy the alleged violation. A Notice of Disagreement must be provided within thirty (30) days of the meet and confer process.

### **6.3 Response to Notice of Disagreement**

Within thirty (30) days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in § 6.4 below.

### **6.4 Binding Arbitration Procedure**

Subject to prior compliance with the Meet and Confer process set out above in § 6.1 and the Notice and Response processes in §§ 6.2 and 6.3, either party has the right to initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

- 6.4.1 The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall be selected pursuant to such rules; provided that s/he must be a licensed attorney, knowledgeable in property taxation. The Parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration
- 6.4.2 The arbitration shall be held in Coconino County, Arizona, unless otherwise agreed on by the Parties. The arbitrator shall be empowered to grant equitable and injunctive relief and specific performance on the terms and conditions of this Agreement. The arbitrator shall not have the power to award punitive damages. The provisions of Arizona Code of Civil Procedure are incorporated into, and made a part of this Agreement; provided that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting party and the burden of such discovery in light of the nature and complexity of the dispute.
- 6.4.3 If either Party requests a hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.
- 6.4.4 The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

### **6.5 Enforcement**

Any award in arbitration held pursuant to § 6.4 may be enforced by bringing an action in the Superior Court for Coconino County.

### **7.0 INDEMNIFICATION**

Apache County will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless Coconino County and/or any of its agents,

officials and employees from any and all claims, demands, suits, proceedings, losses, costs and/or damages of every kind and description, including attorney's fees and/or litigation expenses which may be brought or made against or incurred by Coconino County on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Apache County, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Apache County and/or its subcontractors or claims under similar such laws or obligations.

#### **8.0 FORCE MAJEURE**

No Party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of God and/or war which is beyond the reasonable control of the Parties.

#### **9.0 SEVERABILITY**

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

#### **10.0 AMENDMENTS**

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties.

#### **11.0 MERGER**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter

#### **12.0 NOTICES, REPORTS, & CORRESPONDENCE**

All notices, reports, and correspondence shall be sent to:

Apache County Assessor  
75 W. Cleveland St.  
St. Johns, AZ 85936

Coconino County Assessor  
110 E. Cherry Avenue  
Flagstaff, AZ 86001

**13.0 SIGNATURE AUTHORITY**

This Agreement is effective upon the signature of the last Party to execute the agreement, and the agreement may be executed in counterparts.

**APACHE COUNTY ASSESSOR'S OFFICE**

**COCONINO COUNTY**

\_\_\_\_\_  
Chairperson, Apache County Board of Supervisors

\_\_\_\_\_  
Chairperson, Coconino County Board of Supervisors

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Apache County Board of Supervisors

\_\_\_\_\_  
Clerk of the Coconino County Board of Supervisors

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Deputy County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_,  
2014.

Dated this \_\_\_\_ day of \_\_\_\_\_,  
2014.

**Exhibit A**  
**Description of Consulting Services Provided**

I. Define Staff Roles, Responsibilities and Creation of Organizational Chart

- A. Consult with Assessor and staff to define roles and responsibilities for each position within the Assessor's office and develop an organizational chart.
- B. Coordinate and work with County personnel to configure Eagle Assessor software to support the above defined organizational structure.
- C. Provide consulting services to define and utilize the Eagle Assessor workflow tools to improve efficiencies for appraisal and assessment administration functions.
- D. Provide assistance to complete data processing and statutory requirements to designated staff members using Eagle Suite of Software

II. Notice of Value Production

- A. Advise in the production of Real and Personal Property rolls, including the Annual Notice of Value (NOV) and September Notice of Change Supplemental Notice.
- B. Coordinate and work with designated County personnel to validate data and post accounts.
- C. Coordinate form slide design and changes.
- D. Coordinate and work with designated County personnel for the printing and mailing of the Notice(s) with print vendor.

III. Annual Levy Limit Calculation

- A. Coordinate and work with designated County personnel to valid data and post accounts.
- B. Assist designated County personnel to prepare data and estimate of Personal Property Roll required to produce the Levy Limit Worksheet as defined by statute.
- C. Assist designated County personnel to prepare data and estimate of Personal Property Roll required to produce the Levy Limit Worksheets for the County Fire Districts.
- D. Assist in the data exchange with the Property Tax Oversight Commission.
- E. Assist designated County personnel in publishing Abstract of Assessment and Levy Limit Worksheet to all applicable recipients.

IV. February Abstract of Assessment

- A. Work with designated County personnel to validate data and balance abstract.
- B. Work with designated County personnel to publish Abstract of Assessment to all applicable recipients.

- C. Work with designated County personnel to publish Abstract of Assessment in required format for the Arizona Department of Revenue.

V. System Setup, Annual Reappraisal Cycles

- A. Assist designated County personnel with all roll and property type setup.
- B. Work with designated County personnel to maintain, update and test specific modules required to accurately calculate a market value for all property types.
  - 1. Models include land, commercial, residential, mobile home and extra features
- C. Work with designated County personnel to perform table maintenance, validate model calculations and statutory requirements.
- D. Work with County personnel to update market adjustment tables, depreciation tables, and other tables as needed.
- E. Work with designated County personnel in conjunction with the Arizona Department of Revenue to develop, load and test coefficients as prescribed by statute.
- F. Work with designated County personnel for system setup for Personal Property, including table maintenance, personal property 520's and depreciation factors.

VI. Tax Roll Processing

- A. Coordinate and work with designated County personnel to validate account data, tax area code and authority data.
- B. Coordinate and work with designated County personnel to validate and enter tax rates annually.
- C. Assist designated County personnel to prepare and calculate annual tax roll for real and personal property to be posted to the Treasurer for collection and disbursement.
- D. Assist designated County personnel to act as inter-department point(s) of contact for resolution of issues that arise during tax season.

VII. Annual Calendar of Events

- A. Coordinate and work with County personnel to complete all responsibilities as needed to meet statutory requirements as outlined in the Annual Calendar of Events for all property types.

VIII. Legislative Changes

- A. Work with County personnel to review annual legislative changes and identify modifications required thereby for business practice and system requirements.
- B. Work with County personnel to communicate required system modifications, timelines and deadlines to system vendor.

C. Provide guidance, planning and direction for implementation of modifications as defined by the Arizona Legislature to County personnel.



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: **Treasurer's Office**

Date: **6/25/2014.2014**

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 renewal of three lines of revolving credit for Ganado Unified School District in the amount of \$1,300,000.00, Concho Elementary School District in the amount of \$300,000.00, and Window Rock Unified School District in the amount of 3,000,000.00. Also discussion and possible approval of a new line of revolving credit for Red Mesa Unified School District in an amount less than \$10,000,000.00.**

**Date & Time Needed: Effective Immediately**

**Review Routing: / /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: \_\_\_\_\_**

**Legal Review: \_\_\_\_\_**

**Signature:** *[Handwritten 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**



# Red Mesa Unified School District #27

HC 61 Box 40 · Teec Nos Pos, AZ 86514 · Phone (928) 656-4100 · Fax (928) 656-4106 · <http://www.rmUSD.net>  
Dr. Tommie C. Yazzie, Superintendent  
tcyazzie@rmUSD.net

## EXHIBIT A LETTER OF DECLARATION

In compliance with the Tax Reform Act of 1986, the Governing Board of Red Mesa Unified School District No. 27 hereby requests that Wells Fargo Bank, National Association to issue a line of credit as directed by the Apache County Treasurer's Office. The line of credit is designated as qualified tax-exempt obligations pursuant to Section 265 of the Internal Revenue Code of 1986.

We are reasonably sure that Red Mesa Unified School District No. 27

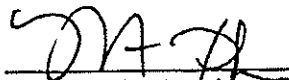
Will issue LESS than \$10 million in total debt during the 2014 calendar year.

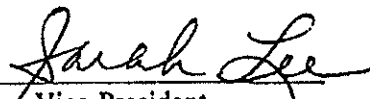
Will issue MORE than \$10 million in total debt during the 201\_\_ calendar year.

Such debt will include all tax-exempt bonds, lease-purchase agreements, registered warrants, and any other form of tax-exempt debt.

By executing this Letter of Declaration, the Governing Board hereby acknowledges and agrees to annually file I.R.S. Form 8038 G or 8038 GC, as applicable (or any successor form or forms the I.R.S. may require), pertaining to the Credit Line not later than the 15th day of the 2nd calendar month after the close of the calendar quarter in which the first Advance is made to Borrower under the Credit Line, and to forward a copy thereof to Wells Fargo immediately upon request.

Sincerely,

  
\_\_\_\_\_  
Minnie John, President

  
\_\_\_\_\_  
Sarah Lee, Vice-President

\_\_\_\_\_  
Timothy Benally, Member

  
\_\_\_\_\_  
Pearl Ben, Member

\_\_\_\_\_  
Paula James, Member

Done at a Legally Convened Board Meeting this 5 day of June, 2014, or if no such Board Meeting was held, the Governing Board shall attach a copy of the Minutes and Agenda pursuant to which the President and Members signing above were elected or appointed to their respective offices.

Governing Board				
Minnie John Board President	Sarah Lee Board Vice President	Timothy Benally Board Member	Paula James Board Member	Pearl Ben Board Member

## FOURTH AMENDMENT TO REVOLVING CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO REVOLVING CREDIT AGREEMENT (this "Amendment") is entered into as of July 1, 2013, by and between APACHE COUNTY, ARIZONA, a county located in, and organized and created under the laws of the State of Arizona, whose mailing address is 75 West Cleveland, St. Johns, Arizona 85936 (the "County"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

### RECITALS

WHEREAS, the County is currently indebted to Bank pursuant to the terms and conditions of that certain Revolving Credit Agreement between the County and Bank dated as of July 1, 2010, as amended from time to time ("Credit Agreement").

WHEREAS, Bank and the Country have agreed to certain changes in the terms and conditions set forth in the Credit Agreement and have agreed to amend the Credit Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Credit Agreement shall be amended as follows:

1. The definition of the term "Termination Date" set forth in Section 2.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Termination Date" means June 30, 2014."


2. Except as specifically provided herein, all terms and conditions of the Credit Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. This Amendment and the Credit Agreement shall be read together, as one document.

3. The County hereby remakes all representations and warranties contained in the Credit Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.


APACHE COUNTY, ARIZONA

By:   
County Treasurer or  
Authorized Representative

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Dan Warren  
Vice President

APACHE COUNTY, ARIZONA

By:   
Chairman, Board of Supervisors or  
Authorized Representative

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney

**SCHEDULE A  
BORROWERS**

Name of Entity	Commitment Amount	Applicable Interest Rates
Ganado Unified School District	\$1,300,000.00	Small Issue Rate or Large Issue Rate or, if applicable, Taxable Rate
Concho Elementary School District	\$300,000.00	Small Issue Rate or Large Issue Rate or, if applicable, Taxable Rate
Window Rock Unified School District	\$3,000,000.00	Small Issue Rate or Large Issue Rate or, if applicable, Taxable Rate

Total Commitment: \$4,600,000.00

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: \_\_\_\_\_

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

County Attorney: Discussion and possible approval of Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement, #DC-15-020 in the amount of \$67,852.00, with a \$22,617.00, match award for FY15.

BOS Meeting Date Requested July 1, 2014

**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

*8-17-14*

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 \_\_\_\_\_



ARIZONA CRIMINAL JUSTICE COMMISSION  
Drug, Gang, and Violent Crime Control  
GRANT AGREEMENT

ACJC Grant Number DC-15-020

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1<sup>st</sup> day of July, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on 7/1/2014 and terminate on 6/30/2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office  
 PO Box 637  
 St. Johns, Arizona 85936  
 Attn: **County Attorney Michael Whiting**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>Personnel:</b>	
Salaries	\$68,601.00
Fringe Benefits (for salaries/overtime)*	\$21,868.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
<b>Operating Expenses:</b>	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
<b>Equipment</b>	
Capital	Not Approved
Noncapital	Not Approved
<b>TOTAL</b>	<b>\$90,469.00</b>
<b>Positions Funded:</b>	
Chief Deputy (0.20), Attorney II (0.20), Attorney II (0.20), Attorney I/Project Official (0.15)	
<b>Overtime Funded:</b>	
Equipment Type:	
Not Approved	

\*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$36,188.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$31,664.00. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$22,617.00.
8. Every payment obligation of the COMMISSION 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 COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.  
  
Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.  
**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.  
**Link:** *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

- 
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.  
**Link:** [www.ojp.gov/funding/confcost/htm](http://www.ojp.gov/funding/confcost/htm)
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible

for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
**Link:** *OMB Circulars:* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.  
**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)  
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>  
ACJC Grant Management Reference Manual:  
[http://azcjc.gov/pubs/home/021104\\_Manual\\_GrantReferenceManual.pdf](http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf)
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.

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**Link:** *OJP Training Guide Principles for Grantees and Subgrantees*  
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-DJ-BX-0049 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice Implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

**Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to

discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

**Link:** [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm)

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (If GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.  
**Link:** <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.  
**Link:** <https://www.niem.gov/program-managers/Pages/Implementation-guide.aspx>
57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:  
**Link:** [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.  
  
If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

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Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission  
**Drug, Gang, and Violent Crime Control**  
**GRANT AGREEMENT CONTINUATION SHEET**  
**SPECIAL CONDITION(S)**

1. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
2. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
3. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
4. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
5. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
6. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
7. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
8. Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy.

Authorized Official Initials: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

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Chairman of the Board of Supervisors Date

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Printed Name and Title

**Approved as to form and authority to enter into Agreement:**

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Legal counsel for GRANTEE Date

---

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

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Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

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John A. Blackburn Jr., Executive Director Date  
Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

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

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

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

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional Insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager H. R.

Date/Signature: June 9, 2014 [Signature]

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

Report to the Board on the status of Employees signing up for Health Insurance throughout the County.

BOS Meeting Date Requested \_\_\_\_\_

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Notification of a Special Board of Supervisors meeting to be held on July 7, 2014 at 8:30 a.m. in the Board of Supervisors meeting room, 75 W. Cleveland Street for a public hearing followed by discussion and possible approval of FY 2014-2015 Tentative Budget.

BOS Meeting Date Requested July 1, 2014

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**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

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

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

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Notification of the National Organization of Counties Annual Conference July 11-15, 2014 at the Ernest N. Morial Convention Center, 900 Convention Center Blvd., New Orleans, LA, where two or more members of the Apache County Board of Supervisors will be in attendance.

BOS Meeting Date Requested July 1, 2014

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**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

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Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

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

date/time stamp

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

Board of Supervisors \_\_\_\_\_

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: 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.

BOS Meeting Date Requested ongoing

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**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

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