



**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 PUBLIC HEALTH SERVICES DISTRICT  
June 18, 2013  
Board of Supervisors' Hearing Room, First Floor  
75 West Cleveland Street  
St. Johns, Arizona  
8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD  
OF SUPERVISORS MEETING  
June 18, 2013**

1. Discussion and possible approval of Well Woman Health Check Program contract extension through December 31, 2013 in the amount of \$100,225.

**NOTICE OF PUBLIC MEETING AND AGENDA  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD  
OF SUPERVISORS MEETING  
June 18, 2013**

1. Discussion and possible approval to award the proposals for janitorial services for FY 2013-2014 for the Round Valley Public Library in the amount of \$14,100 and for the St. Johns Public Library in the amount of \$14,400 to Patricia Barnes.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY BOARD OF SUPERVISORS  
June 18, 2013**

1. Probation Services: Recognition of the retirement of Marlene Forester and Beverly Martin.
2. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
3. County Manager: Following a Public Hearing, discussion and possible approval of the 2013-2014 Tentative Budget.
4. County Manger: Following a Public Hearing, discussion and possible approval of a fee schedule for the Round Valley Rodeo grounds.
5. County Manager: Discussion and possible approval of the Fiscal Year 2014 "Personnel Action Items" list including changes to the Human Resources Table #3 submitted with the 2014 budget.
6. County Manager: Discussion and possible approval of a resolution supporting the Transfer of Public Lands.
7. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is Called.

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

- \*A. Request approval of minutes dated June 4, 2013.
- \*B. Request approval of demands dated June 4, to June 18, 2013.  
Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
- \*C. District III: Request approval to provide \$784.66 to the Nahata Dziil Senior Center for food related items, utilizing District III funds.

**Personnel Items:**

- \*D. Recorder's Office: Request authorization to extend three part time (19 hour) temporary employees: Tracy Candelaria, Administrative Assistant II Mae Clark , Administrative Assistant II, and Betty Coplan, Clerk, all for an additional 180 days, utilizing the Recorder's Surcharge fund.

- \*E. District I: Request authorization to remove Patrick Sandoval from probationary status effective July 2, 2013 with the 2.5% end of probation increase.
- \*F. District I: Request authorization to convert the Civil Engineering Technician II (range 42) to a Civil Engineering Aide II (range 29). This action will result in a cost savings of \$9,824.
- \*G. District II: Request authorization to hire a temporary Operations Manager (Range 42) at \$17.20 per hour for a period not to exceed 90 days.
- \*H. District II: Request authorization to hire a temporary Road Worker II (range 26) \$11.58 per hour for a period not to exceed 90 days, utilizing HURF monies.

**Community Development:**

- \*I. Request approval of a request to waive the permit fee for a temporary Use Permit for Greer Civic Association, a non-profit organization to hold Greer Days, an annual community event in Greer, June 14-16, 2013.

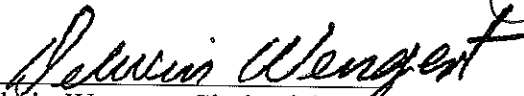
**Probation Services:**

- \*J. Request approval of appointment of Ryan Patterson, Director of Finance as the chief Fiscal Officer for both the Adult and Juvenile Divisions in accordance with the AZ Code of Judicial Administration, Part 6 Probation, Sections 6-206 & 6-301.
8. Engineering Department: Discussion and possible approval to continue Intergovernmental Agreement with the Arizona Department of Water Resources (ADWR) for water gauges used in the flood warning system project. This is a two year extension at at cost of \$12,000.
  9. Engineering Department: Discussion and possible approval of a contract addendum and change order with Creative Multimedia Inc., for the parcel map project in the amount of \$80,000 through June 30, 2014.
  10. Treasurer's Office: Discussion and possible approval of addendum to the Point and Pay E-Payment Services Agreement that was signed on December, 2011, at no cost to the County.
  11. Probation Services: Discussion and possible approval to provide \$3,157 in matching funds for an ongoing Family Counseling Grant. The State of Arizona will disburse \$12,629 in monies for a total of \$15,786.
  12. Recorder's Office: Discussion and possible approval to adjust the salary of Voter Outreach Project Coordinator Oliver Arviso from \$14.47 to \$15.86 per hour, retroactive to his hire date of June 4, 2013. This request is made as a consequence of his past supervisory and managerial experience while in the military.

13. County Manager: Discussion and possible approval of a contract and appointment of Howard "Chuck" Johnson as the Board of Equalization Hearing Officer effective July 1, 2013 to June 20, 2015.
14. County Manager: Notification of a Special Seminar and Symposium on predatory animals on June 28, 2013 at 6:00 p.m. at the American Legion Hall, 825 East Main Street, Springerville, Arizona.

*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: 6/13/13 at 10:00 a.m. p.m. by DB.

  
Delwin Wengert, Clerk of the Board

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

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

Date/Signature:

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

Discussion and possible approval of Well Woman Health Check Program contract extension through December 31, 2013.

Date & Time Needed: \_\_\_\_\_

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

Review Routing: Legal  Finance  Purchasing  Human Resources  Other

**Legal Review:**

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

**Finance Review:**

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

**Purchasing Review:**

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

**Human Resources Review:**

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

**Health Department Director Chris Sexton:**

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

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

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

Approved  Disapproved  Deleted  Continued To: \_\_\_\_\_

\_\_\_\_\_  
Signature Clerk of the Board



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Specialist  
Manuel Gonzales

Contract No: ADHS13-029324

Amendment No. 1

**Well Woman Healthcheck Program**

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective date of final signature unless otherwise specified, as follows:

1. Pursuant to Page Two (2), Special Terms and Conditions, Provision Four (4) Contract Administration and Operation 4.2, Contract Renewal, the Contract is hereby extended through December 31, 2013.

**All other provisions of this agreement remain unchanged.**

Apache County Health Department

**Contractor Name**  
P.O. Box 697

**Address**

St. Johns                      Arizona                      85936

**City                                              State                                              Zip**

**CONTRACTOR SIGNATURE**

**Contractor Authorized Signature**

**Printed Name**

**Title**

**CONTRACTOR ATTORNEY SIGNATURE**

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Signature                                              Date**

**Printed Name**

Attorney General Contract No. PIGA2012000344, 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 proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Signature                                              Date**  
Assistant Attorney General

**Printed Name:**

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

**State of Arizona**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**Procurement Officer**



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-029324

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

Project Title: Well Woman Healthcheck Program

Begin Date: 07/01/2012

Geographic Service Area: Apache County

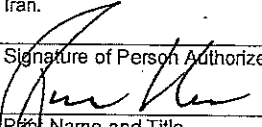
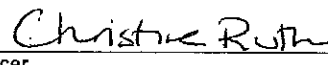
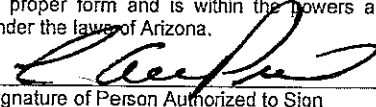
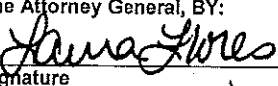
Termination Date: 06/30/13

1.1.1.1

1.1.1.2 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:

- 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.
- Other: Federal Agency

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: _____<br>Federal Employer Identification No.: _____<br>Tax License No.: _____<br>Contractor Name: <u>Apache County Health Department</u><br>Address: <u>P.O. Box 697</u><br><u>St. Johns, AZ 85936</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: _____<br>Phone: _____<br>FAX No: _____                                                                                                                                                                                                               |
| <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. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p style="text-align: center;">This Contract shall henceforth be referred to as Contract</p> No. <u>ADHS13-029324</u> 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. |
| Signature of Person Authorized to Sign _____ Date _____<br><br>Print Name and Title _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State of Arizona<br>Signed this <u>1<sup>st</sup></u> day of <u>October</u> , 2012<br><br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p style="text-align: center;"><b>RESERVED FOR USE BY THE SECRETARY OF STATE</b></p> <p>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.</p>                                                                                 |
|  <u>9/12/12</u><br>Signature of Person Authorized to Sign _____ Date _____<br><u>S. Arvan Perkins Deputy Apache</u><br>Print Name and Title <u>County Attorney</u><br>Attorney General Contract, No. P0012012000033, 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.<br>The Attorney General, BY:<br> <u>9-25-12</u><br>Signature _____ Date _____<br>Assistant Attorney General: <u>Laura Flores</u> |                                                                                                                                                                                                                                                                                                                                  |

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| Contract Number | INTERGOVERNMENTAL AGREEMENT |
| ADHS13-029324   | TERMS AND CONDITIONS        |

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 of 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 equipments, 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.

ADHS PROCUREMENT OFFICE

12 SEP 14 AM 10:41

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|-----------------|-----------------------------|
| Contract Number | INTERGOVERNMENTAL AGREEMENT |
| ADHS13-029324   | TERMS AND CONDITIONS        |

2. **Contract Type.**

This Contract shall be: (check one)

- Fixed Price
- Cost Reimbursement
- Not to Exceed

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.

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|-----------------------------------------|----------------------------------------------------------------------|
| Contract Number<br><b>ADHS13-029324</b> | <b>INTERGOVERNMENTAL AGREEMENT<br/>         TERMS AND CONDITIONS</b> |
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- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to 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,

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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 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.

*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.

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.

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

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| Contract Number | INTERGOVERNMENTAL AGREEMENT |
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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

- 4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 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 5.2.1, 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 forty-five (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.

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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.

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.

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**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.
- 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.

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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.

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 Seven (7) and Eight (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 Five (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.

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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 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.

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- 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 five (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 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.

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- 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.
- 15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **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.

17. **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.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** 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 Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. 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.

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 GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **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.

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**WELL WOMAN HEALTHCHECK PROGRAM**

**Definitions:**

- ADHS WWHP: Arizona Department of Health Services Well Woman Healthcheck Program in Arizona, an entity of the Office of Chronic Disease Prevention and Nutrition Services (OCDPNS), managed by the Program Director.
- AHCCCS: Arizona Health Care Cost Containment System, Arizona's Medicaid Program.
- CDC: Centers for Disease Control and Prevention. CDC is the federal funding source for WWHP.
- Client: A woman who is eligible to receive WWHP services and who has been enrolled in the Program
- Contractor's Expenditure Report (CER): A monthly report in which claims for reimbursement of allowable costs are presented to the Program Director for review and approval, and then forwarded to ADHS WWHP financial staff for processing and payment. (Form to be provided by WWHP financial staff.)
- Department: Arizona Department of Health Services (ADHS)
- HIPPA: Health Insurance Portability and Accountability Act
- MDEs: Minimum Data Elements are clinical information forms with aggregate data required by the CDC.
- Operations Manual: Location of WWHP Policies and Procedures, including reports and forms used by the program. The program's clinical guidelines, case management plan, and reimbursement rates are also part of the Operations Manual. The Operations Manual may be obtained from ADHS WWHP. The WWHP office is located at 150 North 18<sup>th</sup> Ave, Suite 310, Phoenix, AZ 85007. The manual is also available in an electronic format from the Regional Coordinator.
- Program: The system of services for breast and cervical cancer screening diagnosis that serves selected communities and functions under the auspices of the Well Woman Healthcheck Program of the Arizona Department of Health Services.
- Program Coordinator: Personnel hired by the Contractor to administer the contract with ADHS WWHP.
- Program Director: Personnel hired by the Arizona Department of Health Services to implement and monitor the Well Woman HealthCheck Program.
- Reimbursement: Payments made on the basis of claims itemized and properly justified in the Contractor's Expenditure Report.
- Reports: All required reports and reporting information, including but not limited to, the Labor Activity Report, Quarterly Report, Contractor Expenditure Report, and the Annual Work Plan. Reports are explained in the Operations Manual. The ADHS WWHP may require additional reports not defined in this contract.
- Service Provider: A provider of medical services licensed or accredited within their field of medical expertise.
- Contractor: A service provider under a contract with ADHS. Also referred to in this Scope of Work as the Contractor.
- WWHP: Well Woman HealthCheck Program

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**A. Background:**

The Arizona Department of Health Services, Office of Chronic Disease Prevention and Nutrition Services, receives funding through a cooperative agreement with the Centers for Disease Control and Prevention (CDC) and the State of Arizona to provide a statewide breast and cervical cancer screening program, known locally as the Well Woman HealthCheck Program. The WWHP is part of the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), which was authorized when the U.S. Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354. The Act placed the responsibility for NBCCEDP with the United States Government's Centers for Disease Control and Prevention. It also provided the foundation of NBCCEDP policies and requirements with regard to program eligibility and operations in each state.

The Breast and Cervical Cancer Mortality and Prevention Act of 1990 strictly prohibits use of NBCCEDP funds for cancer treatment. In October 2000, the U.S. Congress passed the Breast and Cervical Cancer Prevention and Treatment Act of 2000, Public Law 106-354. This law gives states the authority to provide optional Medicaid coverage to certain breast or cervical cancer patients. In the spring of 2001, the Arizona Legislature passed H.B. 2194 that authorizes the Arizona Health Care Cost Containment System (AHCCCS), effective January 1, 2002, to provide cancer treatment for certain women diagnosed through the WWHP with breast cancer, pre-cancerous cervical lesions and cervical cancer. To be eligible for treatment, women must be screened through the WWHP on or after April 1, 2001, be under the age of sixty-five (65), a resident of Arizona, have no credible health insurance coverage, and be a U.S. citizen or qualified alien.

**B. Eligibility for Enrollment in the WWHP System:**

To qualify as a client for breast and cervical cancer screening and diagnostic services under the WWHP, the woman's income must not exceed 250% of the Federal Poverty Level established annually by the Federal Register. She must be a permanent resident of Arizona, or have been in the State for at least one (1) day with the intention of establishing permanent residence in Arizona. She must be uninsured or under-insured. Under-insured is defined as health insurance that does not cover preventative health care, or where the unmet deductible exceeds one hundred dollars (\$100.) Special attention and priority is given to enrollment of traditionally underserved populations (racial and ethnic minorities, women with disabilities, women partnering with women) outside of the mainstream of patient care.

Women sixty-five (65) years of age or older: Women sixty-five (65) years of age or older who do not have Medicare Part B may be enrolled in the WWHP. Women with an intact cervix or history of cervical neoplasia are eligible to receive Pap test screening in accordance with the WWHP cervical screening policy. The annual clinical breast examination and pelvic examination are included in the office visit reimbursement, an allowable expense which may be included in the Contractor's Expense Report (CER). However, if diagnosed with cancer this population of women is not eligible to receive treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000. These women, though they do not have Part B, Medicare, will be eligible for other benefits through Medicare, Part A. These women, when possible, should be referred to healthcare organizations or agencies providing benefits provided under Medicare Parts A and B. If a client is unable to pay Medicare premiums she may be eligible for assistance under AHCCCS.

Women forty (40) to sixty four (64) years of age: Women fifty (50) to sixty-four (64) years of age are the priority population for mammography screening services. Women fifty (50) years of age and older must account for seventy-five percent (75%) of the mammography services, utilizing federal funding provided to WWHP contractors. Mammography services, utilizing State funding, will be provided to women forty (40) to forty-nine (49) years of age. Women with an intact cervix or history of cervical neoplasia are eligible to receive Pap test screening in accordance with the WWHP cervical screening policy. The annual clinical breast examination and pelvic examination are included in the office visit reimbursement.

Women under forty (40) years of age: Women less than forty (40) years of age may only be enrolled for

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breast cancer screening and diagnostic services if they exhibit clinically confirmed symptoms of breast cancer. Once the client's abnormality has been resolved and the recommendation is to return to routine screening intervals, the client should be removed from WWHP rolls and referred to the local Title V (Maternal and Child Health Service Block Grant) or Title X (Arizona Family Planning) program. Women eighteen (18) to sixty-four (64) years of age may be screened for cervical cancer.

**C. Eligibility for Treatment:**

Only certain women screened through the WWHP are eligible for treatment. Treatment is provided through AHCCCS. Each eligible woman who has been clinically diagnosed with breast or cervical cancer or pre-cancerous cervical lesions requiring treatment, will fill out an AHCCCS eligibility form. The Contractor is responsible for facilitating completion of the form and forwarding the application to AHCCCS for verification and approval.

Women not eligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000 must be referred to clinicians willing to donate and/or provide services on a sliding fee schedule based on the woman's income and ability to pay. Available donated funds from foundations and/or organizations may be used to offset the treatment costs for these women. Contractors choosing to serve women not eligible for treatment under the Breast and Cervical Cancer Prevention and Treatment Act of 2000, must guarantee treatment within sixty (60) days from the date of diagnosis. If subcontractors are unable to access treatment services in a timely fashion, future screening efforts may be limited to only those women eligible under the Breast and Cervical Cancer Prevention and Treatment Act of 2000.

1. The Contractor shall implement a case management system to monitor timely and appropriate follow-up. To assure quality in case management, the Contractor shall comply with the following:
  - 1.1. The time from diagnosis to treatment shall be less than sixty (60) days.
  - 1.2 A treatment plan shall be established for each woman receiving funds and submitted to the Clinical Quality Manager for review and approval.

**D. What is involved?**

The WWHP provides services in accordance with Public Law 101-354, the Breast and Cervical Cancer Mortality Prevention Act of 1990. WWHP is a comprehensive breast and cervical cancer-screening program. The Department, WWHP Contractor, WWHP Service Providers, and other partners work together to accomplish this mandate by the program components:

1. Management,
2. Partnerships and Coalition Development,
3. Public Education and Recruitment,
4. Professional Development,
5. Quality Assurance and Improvement,
6. Screening, Referral, Tracking, Follow-up Case Management, and Re-screening,
7. Data Management and Surveillance, and
8. Evaluation.

**Please note:** Detailed information describing the program, its components, and its policies and procedures is maintained in the WWHP Operations Manual.

|                 |                                              |
|-----------------|----------------------------------------------|
| Contract Number | INTERGOVERNMENTAL AGREEMENT<br>SCOPE OF WORK |
| ADHS13-029324   |                                              |

**E. Goals:**

The Contractor shall develop, implement and evaluate a WWHP that includes:

1. Ongoing outreach and the recruitment of eligible women.
2. Providing accessible, timely, and quality breast and cervical cancer screening services.
3. Active participation in coalitions that will assist the Well Woman Health Check Program:
  - 3.1 Improve and expand WWHP services,
  - 3.2 Identify and partner with referral resources within local communities,
  - 3.3 Coordinate community services to reduce duplicative efforts, and
  - 3.4 Secure accessible treatment and follow-up services for WWHP women diagnosed with cancer who are ineligible for treatment services under the Breast and Cervical Cancer Prevention and Treatment Act of 2000.

**F. Tasks/ Methods of Accountability:**

1. Staffing and Reporting:

The Contractor shall hire and retain a Program Coordinator, funded by WWHP, to perform functions necessary for compliance with the following program components.

- 1.1. Labor Activity Reports shall reflect actual WWHP hours of staff time for reimbursement and are to be maintained in Contractor files for audit purposes. When staff changes occur, the Program Director shall be notified in writing within fifteen (15) days;
- 1.2. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Program Director, and shall replace such personnel with personnel substantially equal in ability and qualifications;
- 1.3. In-kind Contribution Logs shall be signed, dated and submitted in the Quarterly Report. An In-kind match is a donation of funds, materials, services or time that directly supports WWHP activities and clients. Treatment services are not an In-kind match, nor are any services or other contributions made by agencies or organizations receiving federal grant funding;
- 1.4. The Contractor shall conduct Service Provider chart audits and report results in each Quarterly Report;
- 1.5. The Contractor shall submit monthly CER to the Program Director for reimbursement with accurate and complete forms. Services shall be billed within sixty (60) days of the date of service. Reimbursement may be denied for services billed after sixty (60) days of the date of service;
- 1.6. Final CER billing shall be received by the Program Director no later than sixty (60) days after the end of the budget period. Reimbursement will be denied for any outstanding claims submitted beyond that date;
- 1.7. All WWHP Contractor Program Coordinators shall be required to attend the ADHS WWHP quarterly meetings. Travel expenses shall be provided for in the budget identified in the Control Price Sheet. Travel expenses shall not exceed amount limits set by the State of

|                      |                                                      |
|----------------------|------------------------------------------------------|
| Contract Number      | <b>INTERGOVERNMENTAL AGREEMENT<br/>SCOPE OF WORK</b> |
| <b>ADHS13-029324</b> |                                                      |

Arizona and claims shall conform to standards established by ADHS. Documentation shall be maintained in Contractor's files for audits; and

- 1.8. The Contractor shall document plans and performance as described herein in tasks 1.1 through 1.7, using authorized reporting formats.
- 2. Claims for reimbursement of allowable expenses:**
- 2.1. **CLIENT TRANSPORTATION.** The Contractor shall coordinate and provide transportation for clients, if necessary, to screening and to diagnostic appointments. Transportation expenses are reimbursed at AHCCCS rates. Supporting documentation must be maintained in the Contractor's files for audits;
  - 2.2. **DIRECT CLIENT (PATIENT CARE) SERVICES.** The Contractor shall report all expenses related to WWHP screening and diagnosis. Supporting documentation shall be attached to the monthly CER. Documentation includes MDEs and all related items;
  - 2.3. **NON-CLIENT COSTS.** Documentation related to administrative and travel expenses is not to be submitted with the CER but shall be retained in the Contractor's offices and available on demand to representatives of ADHS WWHP and to program auditors. For the purposes of this Contract, documentation pertains to sales receipts and any other form of invoices for purchases of goods or services, documentation related to compensation of personnel and employment-related costs, documentation for public education expenditures, documentation for staff travel expenditures (ADHS WWHP Mileage Log and receipts for travel-related expenses), and receipts for all other administrative costs.
- 3. Tracking and reporting of operational and financial information and the Contractor's responsibility to observe screening rates, spending ratios and spending limits:**
- 3.1. The Contractor shall closely track the application of funds and shall maintain an internal accounting system that indicates the real-time totals of payments and the balance of unexpended funds for each cost component of the program and for each of the funding sources. The Contractor shall not exceed budgeted amounts and agrees to notify ADHS WWHP well in advance of any depletion of budgeted funds. The Contractor shall use at least ninety percent (90%) of budgeted funds, failure to meet the ninety percent (90%) spending threshold may result in decreased funding available in subsequent contract years;
  - 3.2. Rates of performance, expressed in the budget of this agreement as the number of women to be screened, are obligatory. In signing the agreement, the Contractor agrees to achieve the stated screening number and recognizes that an anticipated failure to do so will result in withdrawal of funding;
  - 3.3. The Contractor shall assure that expenditures for costs incurred in screening and diagnostics procedures are not duplicated in payments of salaries or employee-related expenses for personnel who conduct those same procedures.
- 4. Screening, Diagnostic and Treatment Services.** The Contractor shall provide breast and cervical cancer screening services with timely and appropriate diagnostic and treatment services in accordance with service and reimbursement policies set forth by the Operations Manual, the Clinical Guidelines provided by ADHS, and the Medicare Reimbursement Schedule. It is the Contractor's responsibility to:
- 4.1. Provide WWHP services to enrolled women directly or through contracts with qualified Service Providers. Women enrolled in WWHP shall not be charged for covered services. Reimbursement rates are set in accordance with Medicare Part B allowable rates. New rates are effective every year once available and as distributed by the WWHP. A listing of maximum reimbursement rates is provided to each contractor by ADHS each year and a copy is maintained in the operational manual;

Covered services include:

4.1.1. Screening services: Breast - annual clinical breast examination (CBE), and screening mammography. Cervical - the pelvic examination and the Pap smear must be done in accordance with the WWHP Clinical Guidelines. To be eligible for Pap test screening, women must have an intact cervix or history of cervical neoplasia. Women with three (3) documented normal Pap smears within sixty (60) months should be screened at an interval of every three (3) years. Women with abnormal Pap smears may be screened at intervals defined in the WWHP guidelines, or at the Service Provider's discretion, within reason (within reason will be determined by the WWHP Medical Director on each individual case). The use of liquid-based cytology is only reimbursed bi-annually, and after three (3) documented normal Pap tests within sixty (60) months, a woman should be screened at an interval of every three (3) years. Women with abnormal liquid based Pap tests may be screened at intervals defined in the WWHP guidelines.

4.1.2. Diagnostic services: Covered diagnostic services are reimbursed in accordance with amounts listed by ADHS WWHP in Schedule A of the Medicare Reimbursement Rates.

4.2 The Contractor shall implement a case management system to assess the need for case management for abnormal screening results and monitor timely and appropriate follow-up as defined in the WWHP guidelines. To assure quality in case management, the Contractor shall comply with the following:

4.2.1. The time from screening to diagnosis shall be less than sixty (60) days;

4.2.2. The time from diagnosis to treatment shall be less than sixty (60) days; and

4.2.3. Women diagnosed with breast or cervical abnormalities are followed using the WWHP Clinical Guidelines.

## 5. Quality Assurance

5.1 The Contractor and Service Providers shall respond within five (5) days to communications concerning quality assurance issues.

5.2 Lost to follow-up for abnormal results is defined in the Operations Manual as not being able to contact a woman for follow-up services or even to inform of results. Lost to follow-up cases may not be closed as lost to follow-up until the appropriate WWHP procedures have been executed and documented in the clients' chart, and until a copy of the special form to report lost to follow-up has been sent to the Clinical Quality Manager. A woman cannot be declared lost to follow-up unless significant documented efforts have been made to locate the woman, including following notification requirements.

5.3 Quality standards shall include:

The Contractor and all subcontractors will obtain and maintain the following current documents: license(s) or certification(s) and liability insurance. The Contractor shall maintain a secured file of all such documents that will be available for review at any time;

5.3.1. Personnel: All Medical Doctors (M.D.s) or Doctors of Osteopathy (D.O.s) providing services under this Contract shall be AHCCCS providers and currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17. All other personnel providing services shall be registered, licensed, or board certified in Arizona in their respective fields, as applicable.

5.3.2. Facility: To be approved for payment, all mammography reports shall be submitted using the language of the American College of Radiology (ACR) lexicon, also known as BI-RAD System™. All laboratory facilities used by the

|                 |                                                      |
|-----------------|------------------------------------------------------|
| Contract Number | <b>INTERGOVERNMENTAL AGREEMENT<br/>SCOPE OF WORK</b> |
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Contractor and its subcontractors shall adhere to the standards of the Clinical Laboratory Improvement Act (CLIA) (1988), and maintain the appropriate CLIA certification. To be approved for payment, all Pap test reports shall be submitted using the current Bethesda System of reporting.

- 5.4 Service Provider contracts shall ensure that the Contractor, Regional Coordinator and other ADHS WWHP representatives shall have access to review WWHP client records, and policy and procedure statements. Review is necessary to monitor compliance with WWHP protocols and to manage clinical quality.
- 5.5 WWHP client records shall be maintained by Service Providers for up to ten (10) years to ensure patient care. After ten (10) years, the client records may be destroyed in a manner consistent with HIPAA regulations.
- 5.6 Each Contractor is responsible for ensuring the following.
  - 5.6.1 That the Contractor and all subcontractors provide the Program Director with legible copies of procedure reports/results in addition to properly completed WWHP MDEs, and
  - 5.6.2 That Service Providers understand and follow clinical guidelines and program policies/procedures.
- 5.7 Sub-contracts with clinicians (breast and cervical) shall be with AHCCCS registered Service Providers. In the event a woman's diagnostic work-up is positive for cancer or pre-cancerous cervical lesions, and the client's treatment is received through AHCCCS, AHCCCS will cover the cost of treatment and diagnostic procedures. By sub-contracting with AHCCCS registered Service Providers, AHCCCS can pay the Service Provider directly for the diagnostic services rendered.
- 6. **Partnerships and Coalition Building - The Contractor is responsible for participating in coalitions and/or partnerships focused on improving services or access to services for breast and cervical cancer issues. To accomplish this, the Contractor shall:**
  - 6.1 Participate in local meetings of groups, organizations, and agencies such as, but not limited to, the American Cancer Society, Susan G. Komen Breast Cancer Foundation Affiliates, the Arizona Comprehensive Cancer Control Coalition, ethnic and cultural coalitions, and health care coalitions. The purpose of this participation is to establish and maintain local networking opportunities for identifying treatment opportunities and public awareness.
- 7. **Local Public Education and Recruitment Activities - The Contractor shall:**
  - 7.1 Develop and implement a minimum of four (4) activities focused on breast and cervical cancer, using public education and recruitment methods identified as appropriate for the local service area by key personnel;
  - 7.2 Develop and implement recruitment strategies to recruit eligible women from priority populations (racial and ethnic minorities, women with disabilities, women partnering with women);
  - 7.3 Develop strategies to ensure a client returns on an annual basis for appropriate screening; and
  - 7.4 Develop and implement recruitment efforts of clients to ensure utilization of all funds budgeted.
- 8. **Local Professional Development - The Contractor shall:**
  - 8.1 Develop a minimum of one (1) activity that addresses the continuing professional development needs in connection with breast and cervical cancer screening, diagnosis and

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| Contract Number<br>ADHS13-029324 | INTERGOVERNMENTAL AGREEMENT<br>SCOPE OF WORK |
|----------------------------------|----------------------------------------------|

treatment. WWHP Service Providers shall be afforded opportunities to be involved in all breast and cervical cancer clinical education activities relating to breast and cervical cancer.

- 8.2 Work closely with the ADHS WWHP and others to assess and address local professional development needs.
- 8.3 Document activities and evaluation findings related to TASK eight (8) in the Quarterly Reports.

**G. Deliverables:**

- 1. The Contractor shall provide ADHS with lists of all Service Providers at the beginning of each contract year and as Service Providers are removed and/or added. Copies of contracts with Service Providers shall be kept on file at the Contractor offices for audit purposes.
- 2. The Contractor shall provide documentation of activities and products related to TASK Six (6) in the Quarterly Reports.
- 3. The Contractor shall provide documentation of activities and evaluation of the tangible results of the activities related to TASK Seven (7) in the Quarterly Reports.
- 4. Annual Work Plan is due thirty (30) days after signing the Contract and annual amendment.
- 5. Quarterly Reports are due thirty (30) days after the end of each quarter.

**H. Report Requirements:**

When reporting requirements are not met, payment may be withheld.

**I. Notices, Correspondence, Reports and Invoices**

- 1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Well Woman Healthcheck Program/Program Director  
 Arizona Department of Health Services  
 150 N. 18<sup>th</sup> Avenue, Suite 310  
 Phoenix, Arizona 85007

- 2. Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Apache County Health Department  
 Attn: ~~Elizabeth Kiezer~~ *Chris Sexton*  
 P.O. Box 697  
 St. Johns, AZ 85936

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| Contract Number<br>ADHS13-029324 | INTERGOVERNMENTAL AGREEMENT<br>PRICE SHEET |
|----------------------------------|--------------------------------------------|

PRICE SHEET/FEE SCHEDULE

| COST REIMBURSEMENT                                                                                                                                                                                             | AMOUNT                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| PERSONNEL AND ERE                                                                                                                                                                                              | As approved by ADHS and authorized by the Purchase Order |
| SCREENING AND DIAGNOSTIC<br>(Payment for covered services will be made per reimbursement rates in accordance with current Medicare Part B allowable rates and as provided on the Purchase Order)               | As approved by ADHS and authorized by the Purchase Order |
| TREATMENT SERVICES<br>(Payment for covered services will be made per reimbursement rates in accordance with current Medicare Part A and Medicare Part B allowable rates and as provided on the Purchase Order) | As approved by ADHS and authorized by the Purchase Order |
| INDIRECT                                                                                                                                                                                                       | As approved by ADHS and authorized by the Purchase Order |
| OTHER OPERATING EXPENSES                                                                                                                                                                                       | As approved by ADHS and authorized by the Purchase Order |
| TOTAL                                                                                                                                                                                                          | *Not to exceed \$107,500.00                              |

Note: With prior consent of the Well Woman HealthCheck Program Director and as approved on the CER, the contractor is authorized to transfer up to a maximum of twenty percent (20%) of the total budget between line items. Transfers exceeding twenty percent (20%) or to a non-funded line item shall require an amendment. The Contractor must maintain federal funding requirements.

\* Total budget amount will be indicated on the Purchase Order issued at the start of each Contract year.



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

Submitter's Name: Apache County Library District

Date: 06/03/2013

Signature: Judith M. Pepple

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

**Request authorization to award the proposals for janitorial services for FY 2013-2014 for the Round Valley Public Library in the amount of \$14,100 and for the St. Johns Public Library in the amount of \$14,400 to Patricia Barnes.**

**Date & Time Needed: June 18, 2013**

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

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

**Finance Review: \_\_\_\_\_**  
**Signature: \_\_\_\_\_**

**Purchasing Review: \_\_\_\_\_**  
**Signature: \_\_\_\_\_**

**Human Resources Review: \_\_\_\_\_**  
**Signature: \_\_\_\_\_**

**Other Review: \_\_\_\_\_**  
**Signature: \_\_\_\_\_**

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

**BOARD ACTION TAKEN**

**//Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_**

**Signature Clerk of Board \_\_\_\_\_**

Request For Proposal (RFP) Screening Criteria

Position: Janitorial Contractual Services

Date: June 3, 2013

RFQs will be chosen if they meet at least two of the following criteria:

1. Quality of work as demonstrated by last year's contract with the Library District
2. Reasonable bid in relation to size of building
3. Quality references for similar work done

| Building     | Candidate          | Selected | Not Selected | Why                                                                                                                                                                                                                                                                                |
|--------------|--------------------|----------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpine       | Patricia Barnes    | X        |              | <ul style="list-style-type: none"> <li>• Submitted bid is within range for size of building.</li> <li>• Previous quality of work at building was exceptional</li> </ul>                                                                                                            |
|              | Precision Cleaning |          | X            | <ul style="list-style-type: none"> <li>• Submitted bid was not within acceptable range for size of building.</li> <li>• No previous year contract at this site.</li> <li>• Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul> |
| Concho       | LynnDee Maher      |          | X            | <p>Owner rejects all bids submitted for this location.</p> <ul style="list-style-type: none"> <li>• Quality of performance has not improved over the last 2 year contracts.</li> </ul>                                                                                             |
|              | Precision Cleaning |          | X            | <p>Owner rejects all bids submitted for this location.</p> <ul style="list-style-type: none"> <li>• Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul>                                                                        |
| Round Valley | Patricia Barnes    | X        |              | <ul style="list-style-type: none"> <li>• Price Comparable to building size</li> <li>• Previous work quality at building is exceptional</li> </ul>                                                                                                                                  |
|              | Precision Cleaning |          | X            | <ul style="list-style-type: none"> <li>• Previous contract at this building was not up to supervisor's expectations.</li> <li>• Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul>                                            |

| Building  | Candidate              | Selected | Not Selected | Why                                                                                                                                                                                                                                                                                |
|-----------|------------------------|----------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sanders   | Precision Cleaning     |          | X            | <ul style="list-style-type: none"> <li>• Owner rejects all bids submitted for this location.</li> <li>• Quality of performance has not improved over the last 2 year contracts.</li> </ul>                                                                                         |
| St. Johns | Patricia Barnes        | X        |              | <ul style="list-style-type: none"> <li>• Submitted bid was low bid between the two bids deemed acceptable and was within range for size of building;</li> <li>• Previous work quality at other library buildings is exceptional</li> </ul>                                         |
|           | Precision Cleaning     |          | X            | <ul style="list-style-type: none"> <li>• Submitted bid was not within acceptable range for size of building.</li> <li>• No previous year contract at this site.</li> <li>• Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul> |
|           | S&B Janitorial Service |          | X            | <ul style="list-style-type: none"> <li>• Submitted bid was not within acceptable range for size of building.</li> </ul>                                                                                                                                                            |
| Vernon    | Patricia Barnes        | X        |              | <ul style="list-style-type: none"> <li>• Submitted bid was within acceptable range for size of building.</li> <li>• Previous work quality at other library buildings is exceptional</li> </ul>                                                                                     |
|           | Precision Cleaning     |          | X            | <ul style="list-style-type: none"> <li>• No previous year contract at this site</li> <li>• Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul>                                                                                 |
|           | LynnDee Maher          |          | X            | <ul style="list-style-type: none"> <li>• Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul>                                                                                                                                   |

| Building        | Candidate              | Selected | Not Selected | Why                                                                                                                                                                                                                                                                          |
|-----------------|------------------------|----------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District Office | S&B Janitorial Service | X        |              | <ul style="list-style-type: none"> <li>Submitted bid was within acceptable range for size of building.</li> <li>Previous quality of work at building was exceptional.</li> </ul>                                                                                             |
|                 | Precision Cleaning     |          | X            | <ul style="list-style-type: none"> <li>No previous year contract at this site</li> <li>Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul>                                                                               |
|                 | Patricia Barnes        |          | X            | <ul style="list-style-type: none"> <li>Submitted bid was not within acceptable range for size of building.</li> <li>No previous year contract at this site.</li> </ul>                                                                                                       |
| Greer           | Patricia Barnes        | X        |              | <ul style="list-style-type: none"> <li>Submitted bid is within range for size of building.</li> <li>Previous work quality at other library buildings is exceptional</li> </ul>                                                                                               |
|                 | S&B Janitorial Service |          | X            | <ul style="list-style-type: none"> <li>Submitted bid was not within acceptable range for size of building.</li> <li>No previous year contract at this site</li> </ul>                                                                                                        |
|                 | Precision Cleaning     |          | X            | <ul style="list-style-type: none"> <li>Submitted bid was not within acceptable range for size of building.</li> <li>No previous year contract at this site.</li> <li>Quality of performance in other library locations has not improved over 2 years of contract.</li> </ul> |

# BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

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

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

Probation Services recognizes the retirement effective 6/28/13 of: Marlene Forster, Probation Officer (12/94 through 6/13) and Beverly Martin, Administrative Assistant (06/06 through 06/13).

Date & Time Needed:

## PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

## BOARD ACTION TAKEN

Approved  Disapproved  Deleted  Continued to: \_\_\_\_\_

\_\_\_\_\_  
Signature, Clerk of the Board

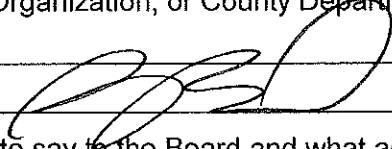
**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

COUNTY MANAGER'S OFFICE

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



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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

**PRE-AGENDA ITEM REVIEW**

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

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

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

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

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

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

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

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

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

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

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

Reviews completed, item approved for Agenda.

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

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

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

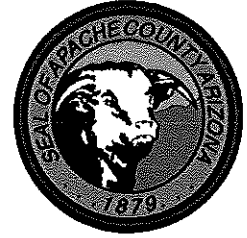
TOM M. WHITE, JR.  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

BARRY WELLER  
VICE-CHAIR OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003



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

RESOLUTION NO. 2013-\_\_\_\_  
APACHE COUNTY RESOLUTION FOR THE TENTATIVE ADOPTION  
OF THE BUDGET FOR FISCAL YEAR 2013-2013

**WHEREAS**, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 18<sup>th</sup> make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenues from sources other than direct taxation, and an estimate of the amount to be raised by taxation upon real and personal property, and

**THEREFORE, BE IT RESOLVED**, that the said estimates of revenues and expenditures shown on the accompanying schedules are hereby adopted as the Tentative Budget of Apache County for Fiscal Year 2013-2014.

Passed and adopted by the Board of Supervisors of Apache County this 18<sup>th</sup> day of June, 2013.

---

Tom M. White, Jr.  
Chairman, Board of Supervisors

ATTEST:

---

Delwin Wengert  
Clerk of the Board of Supervisors

**OFFICIAL COUNTY BUDGET FORMS**

**APACHE COUNTY**

**Fiscal Year 2014**

**APACHE COUNTY**

**Resolution for the Adoption of the Budget**

**Fiscal Year 2014**

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on \_\_\_\_\_, \_\_\_\_\_, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of \_\_\_\_\_ County, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Board met on \_\_\_\_\_, \_\_\_\_\_, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on \_\_\_\_\_, \_\_\_\_\_, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A), therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced, or changed, are hereby adopted as the budget of \_\_\_\_\_ County for the fiscal year \_\_\_\_\_.

Passed by the Board of Supervisors of \_\_\_\_\_ County, this \_\_\_\_\_ day of \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APACHE COUNTY  
Summary Schedule of Estimated Revenues and Expenditures/Expenses  
Fiscal Year 2014

| FUND                                         | ADOPTED BUDGETED<br>EXPENDITURES/<br>EXPENSES**<br>2013 | ACTUAL<br>EXPENDITURES/<br>EXPENSES**<br>2013 | FUND BALANCE/<br>NET POSITION***<br>July 1, 2013** | PROPERTY TAX REVENUES<br>2014 | ESTIMATED REVENUES OTHER<br>THAN PROPERTY TAXES<br>2014 | OTHER FINANCING<br>2014 |        | INTERFUND TRANSFERS<br>2014 |              | TOTAL FINANCIAL<br>RESOURCES<br>AVAILABLE<br>2014 | BUDGETED<br>EXPENDITURES/<br>EXPENSES<br>2014 |
|----------------------------------------------|---------------------------------------------------------|-----------------------------------------------|----------------------------------------------------|-------------------------------|---------------------------------------------------------|-------------------------|--------|-----------------------------|--------------|---------------------------------------------------|-----------------------------------------------|
|                                              |                                                         |                                               |                                                    |                               |                                                         | SOURCES                 | <USES> | IN                          | <OUT>        |                                                   |                                               |
| 1. General Fund                              | \$ 15,488,797                                           | \$ 12,895,168                                 | \$ 4,000,000                                       | Primary:<br>\$ 2,414,847      | \$ 10,180,171                                           | \$                      | \$     | \$ 2,270,883                | \$ 982,459   | \$ 17,883,042                                     | \$ 17,883,042                                 |
| 2. General Fund - Override Election          |                                                         |                                               |                                                    | Secondary:                    |                                                         |                         |        |                             |              |                                                   |                                               |
| 3. Total General Fund                        | 15,488,797                                              | 12,895,168                                    | 4,000,000                                          | 2,414,847                     | 10,180,171                                              |                         |        | 2,270,883                   | 982,459      | 17,883,042                                        | 17,883,042                                    |
| 4. Special Revenue Funds                     | 30,831,110                                              | 21,721,352                                    | 4,781,733                                          | 5,392,825                     | 19,802,886                                              |                         |        | 1,026,459                   | 2,334,683    | 28,489,000                                        | 28,489,000                                    |
| 5. Debt Service Funds Available              | 5,172,906                                               | 960,592                                       |                                                    | 455,001                       |                                                         |                         |        |                             |              | 455,001                                           | 5,104,314                                     |
| 6. Less: Amounts for Future Debt Retirement  |                                                         |                                               |                                                    |                               |                                                         |                         |        |                             |              |                                                   |                                               |
| 7. Total Debt Service Funds                  | 5,172,906                                               | 960,592                                       | 4,849,313                                          | 455,001                       |                                                         |                         |        |                             |              | 5,104,314                                         | 5,104,314                                     |
| 8. Capital Projects Funds                    |                                                         |                                               |                                                    |                               |                                                         |                         |        |                             |              |                                                   |                                               |
| 9. Permanent Funds                           |                                                         |                                               |                                                    |                               |                                                         |                         |        |                             |              |                                                   |                                               |
| 10. Enterprise Funds Available               |                                                         |                                               |                                                    |                               |                                                         |                         |        |                             |              |                                                   |                                               |
| 11. Less: Amounts for Future Debt Retirement |                                                         |                                               |                                                    |                               |                                                         |                         |        |                             |              |                                                   |                                               |
| 12. Total Enterprise Funds                   |                                                         |                                               |                                                    |                               |                                                         |                         |        |                             |              |                                                   |                                               |
| 13. TOTAL ALL FUNDS                          | \$ 51,492,813                                           | \$ 35,677,112                                 | \$ 13,431,046                                      | \$ 8,262,473                  | \$ 29,762,837                                           | \$                      | \$     | \$ 3,297,142                | \$ 3,297,142 | \$ 51,456,356                                     | \$ 51,456,356                                 |

**EXPENDITURE LIMITATION COMPARISON**

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

|                                                                  | 2013          | 2014          |
|------------------------------------------------------------------|---------------|---------------|
| 1. Budgeted expenditures/expenses                                | \$ 51,492,813 | \$ 51,456,356 |
| 2. Add/subtract: estimated net reconciling items                 | (15,322,755)  | (15,322,755)  |
| 3. Budgeted expenditures/expenses adjusted for reconciling items | 36,170,058    | 36,133,601    |
| 4. Less: estimated exclusions                                    | 20,740,042    | 20,173,450    |
| 5. Amount subject to the expenditure limitation                  | \$ 15,430,016 | \$ 15,960,151 |
| 6. EEC expenditure limitation                                    | \$ 15,771,478 | \$ 16,116,284 |

\* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**APACHE COUNTY**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2014**

|                                                                                                                                                                                                | 2013         | 2014         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1. Maximum allowable primary property tax levy.<br>A.R.S. §42-17051(A)                                                                                                                         | \$ 2,347,313 | \$ 2,414,647 |
| 2. Amount received from primary property taxation<br>in the <b>current</b> year in excess of the sum of that<br>year's maximum allowable primary property tax<br>levy. A.R.S. §42-17102(A)(18) | \$           |              |
| 3. Property tax levy amounts                                                                                                                                                                   |              |              |
| A. Primary property taxes                                                                                                                                                                      | \$ 2,256,361 | \$ 2,414,647 |
| B. Secondary property taxes                                                                                                                                                                    |              |              |
| County Library                                                                                                                                                                                 | 1,240,009    | \$ 1,208,722 |
| Public Health District                                                                                                                                                                         | 685,053      | 712,795      |
| Jail District                                                                                                                                                                                  | 1,118,987    | 1,063,276    |
| Juvenile Jail District                                                                                                                                                                         | 418,957      | 594,286      |
| Junior College Tuition                                                                                                                                                                         | 1,312,690    | 1,364,292    |
| Post Secondary Education                                                                                                                                                                       | 783,291      | 449,454      |
| Flood Control District                                                                                                                                                                         |              | -            |
| Libraries Construction Bond                                                                                                                                                                    | 625,627      | 455,001      |
| Fire District Assistance                                                                                                                                                                       | 409,476      |              |
| Total secondary property taxes                                                                                                                                                                 | \$ 6,594,090 | \$ 5,847,826 |
| C. Total property tax levy amounts                                                                                                                                                             | \$ 8,850,451 | \$ 8,262,473 |
| 4. Property taxes collected*                                                                                                                                                                   |              |              |
| A. Primary property taxes                                                                                                                                                                      |              |              |
| (1) <b>Current</b> year's levy                                                                                                                                                                 | \$           |              |
| (2) Prior years' levies                                                                                                                                                                        |              |              |
| (3) Total primary property taxes                                                                                                                                                               | \$           |              |
| B. Secondary property taxes                                                                                                                                                                    |              |              |
| (1) <b>Current</b> year's levy                                                                                                                                                                 | \$           |              |
| (2) Prior years' levies                                                                                                                                                                        |              |              |
| (3) Total secondary property taxes                                                                                                                                                             | \$           |              |
| C. Total property taxes collected                                                                                                                                                              | \$           |              |
| 5. Property tax rates                                                                                                                                                                          |              |              |
| A. County tax rate                                                                                                                                                                             |              |              |
| (1) Primary property tax rate                                                                                                                                                                  | 0.4143       | 0.4328       |
| (2) Secondary property tax rate                                                                                                                                                                |              |              |
| County Library                                                                                                                                                                                 | 0.2216       | 0.2160       |
| Public Health District                                                                                                                                                                         | 0.1224       | 0.1274       |
| Jail District                                                                                                                                                                                  | 0.2000       | 0.2000       |
| Juvenile Jail District                                                                                                                                                                         | 0.0749       | 0.1062       |
| Junior College Tuition                                                                                                                                                                         | 0.2346       | 0.2440       |
| Post Secondary Education                                                                                                                                                                       | 0.1400       | 0.1000       |
| Flood Control District                                                                                                                                                                         | -            | -            |
| Libraires Construction Bond                                                                                                                                                                    | 0.1118       | 0.0813       |
| Fire District Assistance                                                                                                                                                                       | 0.0732       | 0.0732       |
| (3) Total county tax rate                                                                                                                                                                      | 1.5928       | 1.5809       |
| B. Special assessment district tax rates                                                                                                                                                       |              |              |
| Secondary property tax rates                                                                                                                                                                   |              |              |

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\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**APACHE COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

| SOURCE OF REVENUES                       | ESTIMATED<br>REVENUES | ACTUAL<br>REVENUES* | ESTIMATED<br>REVENUES |
|------------------------------------------|-----------------------|---------------------|-----------------------|
|                                          | 2013                  | 2013                | 2014                  |
| <b>GENERAL FUND</b>                      |                       |                     |                       |
| <b>Taxes</b>                             |                       |                     |                       |
| Delinquent Taxes Interest                | \$ 240,000            | \$ 268,000          | \$ 280,000            |
| Vehicle License Tax                      | 520,000               | 523,111             | 520,000               |
| SRP Auto Lieu                            | 12,000                | 11,876              | 12,000                |
| Prior Year's Taxes                       | 50,000                | 11,030              | 50,000                |
| Prior Year's Override Taxes              | 95,000                | -                   | -                     |
| <b>Licenses and permits</b>              |                       |                     |                       |
| Business Licenses                        | 500                   | -                   | 500                   |
| Variance Permits                         | 3,000                 | 3,000               | 3,000                 |
| Building Permits                         | 110,000               | 123,000             | 120,000               |
| Flood Plain Review                       | 180                   | 350                 | 180                   |
| Subdivision Fees                         | 500                   | 500                 | 500                   |
| Minor Division Fees                      | 5,000                 | 4,500               | 5,000                 |
| <b>Intergovernmental</b>                 |                       |                     |                       |
| Federal PILT                             | 1,602,166             | 1,551,945           | 1,551,945             |
| State Reimb. JP Salaries                 | 42,400                | 42,400              | 42,400                |
| State Shared Revenue                     | 4,285,000             | 4,310,000           | 4,600,000             |
| County Excise Tax                        | 1,100,000             | 1,126,000           | 1,200,000             |
| Liquor License                           | 1,500                 | 412                 | 1,500                 |
| Charges for Magistrate                   | 133,476               | 133,476             | 133,476               |
| Charges for Services                     | -                     | -                   | 101,842               |
| St. in Lieu of Tax                       | 2,056                 | 2,094               | 2,056                 |
| Boat Patrol                              | 72,504                | 72,504              | 72,504                |
| <b>Charges for services</b>              |                       |                     |                       |
| Recorder                                 | 56,000                | 62,000              | 56,000                |
| Election Charges                         | 14,000                | 38,349              | 20,000                |
| Other Service Fees                       | 5,000                 | 200                 | 10,000                |
| <b>Fines and forfeits</b>                |                       |                     |                       |
| Defensive Driving                        | 20,000                | 26,000              | 20,000                |
| JP Surcharge                             | 33,000                | 32,000              | 32,000                |
| JP Puerco                                | 200,000               | 180,000             | 220,000               |
| JP Round Valley                          | 65,000                | 60,000              | 65,000                |
| JP St. Johns                             | 20,000                | 22,000              | 24,000                |
| JP Chinle                                | 50,000                | 54,000              | 50,000                |
| Clerk of the Court                       | 40,000                | 54,000              | 44,000                |
| Fines                                    | 3,000                 | 80                  | 1,000                 |
| Unclaimed/Forfeited Bonds                | 1,000                 | 761                 | 1,000                 |
| <b>Investments</b>                       |                       |                     |                       |
| Interest Earnings                        | 90,000                | 3,718               | 8,000                 |
| <b>Rents, royalties, and commissions</b> |                       |                     |                       |
| Rents                                    | 4,801                 | 4,801               | 4,801                 |
| <b>Contributions</b>                     |                       |                     |                       |
| Salt River Project - Primary             | 738,689               | 738,689             | 895,193               |
| <b>Miscellaneous</b>                     |                       |                     |                       |
| Vending Machine Fees                     | 336                   | 272                 | 336                   |
| Puerco Constable Fees                    | 600                   | 394                 | 600                   |
| St. Johns Constable Fees                 | 600                   | 814                 | 600                   |
| RV Constable Fees                        | -                     | 818                 | 600                   |
| Fiduciary Fees                           | 220                   | -                   | 1,500                 |
| Chinle Constable Fees                    | 400                   | 181                 | 400                   |
| Grazing Fees                             | 238                   | -                   | 238                   |

**APACHE COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

| <b>SOURCE OF REVENUES</b> | <b>ESTIMATED<br/>REVENUES</b> | <b>ACTUAL<br/>REVENUES*</b> | <b>ESTIMATED<br/>REVENUES</b> |
|---------------------------|-------------------------------|-----------------------------|-------------------------------|
|                           | <b>2013</b>                   | <b>2013</b>                 | <b>2014</b>                   |
| Auction Proceeds          | 3,000                         | -                           | 3,000                         |
| Other                     | 5,000                         | 10,212                      | 5,000                         |
| <b>Total General Fund</b> | <b>\$ 9,626,166</b>           | <b>\$ 9,473,487</b>         | <b>\$ 10,160,171</b>          |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**APACHE COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2014**

| SOURCE OF REVENUES              | ESTIMATED<br>REVENUES | ACTUAL<br>REVENUES* | ESTIMATED<br>REVENUES |
|---------------------------------|-----------------------|---------------------|-----------------------|
|                                 | 2013                  | 2013                | 2014                  |
| <b>SPECIAL REVENUE FUNDS</b>    |                       |                     |                       |
| <b>Road Fund</b>                |                       |                     |                       |
| Highway User Revenue Funds      | \$ 5,200,000          | \$ -                | \$ 5,200,000          |
| Auto Lieu Tax                   | 2,100,000             |                     | 2,100,000             |
| Other Road Fund Revenues        | 757,200               |                     | 416,000               |
| <b>Total</b>                    | <b>\$ 8,057,200</b>   | <b>\$ -</b>         | <b>\$ 7,716,000</b>   |
| <b>Library District Fund</b>    |                       |                     |                       |
| Preceding Year's R.E. Taxes     | \$ 40,000             | \$ 40,000           | \$ 40,000             |
| Federal LSTA                    | 25,125                | -                   | -                     |
| State Grant                     | 25,000                | 25,000              | 25,000                |
| SRP Contribution                | 395,163               | 395,163             | 385,183               |
| Other Service Fees              | 10,000                | 10,050              | 10,000                |
| Fees/Fines                      | 3,500                 | 4,655               | 3,500                 |
| Donations                       | 10,000                | 25,000              | 10,000                |
| Other Miscellaneous             | 2,000                 | 19,812              | 2,000                 |
| Interest Earning                | 3,000                 | 5,056               | 3,000                 |
| Library Grants                  | 10,000                | -                   | 10,000                |
| <b>Total</b>                    | <b>\$ 523,788</b>     | <b>\$ 524,736</b>   | <b>\$ 488,683</b>     |
| <b>Jail District</b>            |                       |                     |                       |
| Preceding Year's R.E. Taxes     | \$ 17,000             | \$ -                | \$ 17,000             |
| Inmate Housing                  | 12,000                |                     | 12,000                |
| Federal Inmate Housing          | 650,000               |                     | 750,000               |
| Southwest Border                | 900,000               |                     | 900,000               |
| SCAAP                           | 25,000                |                     | -                     |
| Salt River Project              | 356,596               |                     | 389,808               |
| Other (find, misc.)             | 102,000               |                     | 102,000               |
| <b>Total</b>                    | <b>\$ 2,062,596</b>   | <b>\$ -</b>         | <b>\$ 2,170,808</b>   |
| <b>Juvenile Jail District</b>   |                       |                     |                       |
| Preceding Year's R.E. Taxes     | \$ 7,000              | \$ -                | \$ 7,000              |
| Salt River Project              | 133,512               |                     | 189,386               |
| Juvenile Jail District Housing  | 1,000                 |                     | 1,000                 |
| Interest Earnings               | 500                   |                     | 800                   |
| <b>Total</b>                    | <b>\$ 142,012</b>     | <b>\$ -</b>         | <b>\$ 198,186</b>     |
| <b>Junior College</b>           |                       |                     |                       |
| State Tuition Assistance        | \$ 466,000            | \$ -                | \$ 466,000            |
| Salt River Project              | 418,325               |                     | 434,980               |
| <b>Total</b>                    | <b>\$ 884,325</b>     | <b>\$ -</b>         | <b>\$ 900,980</b>     |
| <b>Post Secondary Education</b> |                       |                     |                       |
| Salt River Project              | \$ 249,617            | \$ -                | \$ 143,231            |
| Grants/Misc                     | 50,000                |                     | 50,000                |
| <b>Total</b>                    | <b>\$ 299,617</b>     | <b>\$ -</b>         | <b>\$ 193,231</b>     |

**APACHE COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2014**

| FUND                                | OTHER FINANCING<br>2014 |        | INTERFUND TRANSFERS<br>2014 |              |
|-------------------------------------|-------------------------|--------|-----------------------------|--------------|
|                                     | SOURCES                 | <USES> | IN                          | <OUT>        |
| <b>GENERAL FUND</b>                 |                         |        |                             |              |
| County Library District             | \$                      | \$     | \$ 251,293                  | \$           |
| Road Fund                           |                         |        | 927,682                     |              |
| Public Health District              |                         |        | 351,997                     | 105,688      |
| Emergency Management Match          |                         |        |                             | 40,420       |
| Flood District                      |                         |        | 112,361                     |              |
| Accent/Sheriff - Match              |                         |        |                             | 49,202       |
| Victim's Assistance/Rights Match    |                         |        |                             | 4,583        |
| Jail District                       |                         |        | 400,000                     | 448,175      |
| Juvenile Jail District              |                         |        | 227,350                     | 314,391      |
| <b>Total General Fund</b>           | \$                      | \$     | \$ 2,270,683                | \$ 962,459   |
| <b>SPECIAL REVENUE FUNDS</b>        |                         |        |                             |              |
| County Library District             | \$                      | \$     | \$                          | \$ 251,293   |
| Road Fund                           |                         |        |                             | 991,682      |
| Public Health District              |                         |        | 105,688                     | 351,997      |
| GIS                                 |                         |        | 64,000                      |              |
| Flood District                      |                         |        |                             | 112,361      |
| Emergency Management Match          |                         |        | 40,420                      |              |
| Accent/Sheriff - Match              |                         |        | 49,202                      |              |
| Victim's Assistance/Rights Match    |                         |        | 4,583                       |              |
| Jail District                       |                         |        | 448,175                     | 400,000      |
| Juvenile Jail District              |                         |        | 314,391                     | 227,350      |
| <b>Total Special Revenue Funds</b>  | \$                      | \$     | \$ 1,026,459                | \$ 2,334,683 |
| <b>DEBT SERVICE FUNDS</b>           |                         |        |                             |              |
|                                     | \$                      | \$     | \$                          | \$           |
|                                     |                         |        |                             |              |
|                                     |                         |        |                             |              |
| <b>Total Debt Service Funds</b>     | \$                      | \$     | \$                          | \$           |
| <b>CAPITAL PROJECTS FUNDS</b>       |                         |        |                             |              |
|                                     | \$                      | \$     | \$                          | \$           |
|                                     |                         |        |                             |              |
|                                     |                         |        |                             |              |
| <b>Total Capital Projects Funds</b> | \$                      | \$     | \$                          | \$           |
| <b>PERMANENT FUNDS</b>              |                         |        |                             |              |
|                                     | \$                      | \$     | \$                          | \$           |
|                                     |                         |        |                             |              |
|                                     |                         |        |                             |              |
| <b>Total Permanent Funds</b>        | \$                      | \$     | \$                          | \$           |
| <b>ENTERPRISE FUNDS</b>             |                         |        |                             |              |
|                                     | \$                      | \$     | \$                          | \$           |
|                                     |                         |        |                             |              |
|                                     |                         |        |                             |              |
| <b>Total Enterprise Funds</b>       | \$                      | \$     | \$                          | \$           |
| <b>TOTAL ALL FUNDS</b>              | \$                      | \$     | \$ 3,297,142                | \$ 3,297,142 |

**APACHE COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2014**

| FUND/DEPARTMENT                        | ADOPTED<br>BUDGETED<br>EXPENDITURES/<br>EXPENSES<br>2013 | EXPENDITURE/<br>ADJUSTMENTS<br>APPROVED<br>2013 | ACTUAL<br>EXPENDITURES/<br>EXPENSES*<br>2013 | BUDGETED<br>EXPENDITURES/<br>EXPENSES<br>2014 |
|----------------------------------------|----------------------------------------------------------|-------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| <b>GENERAL FUND</b>                    |                                                          |                                                 |                                              |                                               |
| Assessor                               | \$ 541,875                                               | \$ -                                            | \$ 650,226                                   | \$ 583,345                                    |
| Attorney                               | 810,263                                                  | -                                               | 878,778                                      | 852,604                                       |
| Board of Supervisors, Gn'l             | 400,000                                                  | -                                               | 367,882                                      | 400,000                                       |
| BOS Manager                            | 287,908                                                  | -                                               | 242,854                                      | 296,605                                       |
| Vehicle Replacement                    | 300,000                                                  | -                                               | 82,126                                       | 300,000                                       |
| Human Resources                        | 247,000                                                  | -                                               | 215,090                                      | 251,121                                       |
| Records Management                     | 20,812                                                   | -                                               | 11,797                                       | 21,573                                        |
| District #1                            | 227,575                                                  | -                                               | 153,224                                      | 234,139                                       |
| District #2                            | 227,575                                                  | -                                               | 209,366                                      | 234,139                                       |
| District #3                            | 123,812                                                  | -                                               | 94,724                                       | 127,047                                       |
| Clerk of the Court                     | 452,367                                                  | -                                               | 416,138                                      | 519,402                                       |
| Constable Chinle                       | 19,108                                                   | -                                               | 15,823                                       | 19,108                                        |
| Constable Puerco                       | 20,317                                                   | -                                               | 21,226                                       | 27,925                                        |
| Constable St. Johns                    | 25,525                                                   | -                                               | 22,766                                       | 25,525                                        |
| Constable Round Valley                 | 25,525                                                   | -                                               | 23,285                                       | 25,525                                        |
| Contingencies                          | 1,000,000                                                | -                                               | 470,117                                      | 2,822,221                                     |
| Data Processing                        | 394,929                                                  | -                                               | 358,174                                      | 477,526                                       |
| IT Capital Imp. & Software Maintenance | 914,865                                                  | -                                               | 124,065                                      | 946,000                                       |
| Grant Administration                   | 60,000                                                   | -                                               | 13,000                                       | 60,000                                        |
| Elections                              | 358,066                                                  | -                                               | 362,124                                      | 229,039                                       |
| Finance                                | 442,299                                                  | -                                               | 407,032                                      | 446,241                                       |
| Ground & Maintenance                   | 762,690                                                  | -                                               | 790,934                                      | 814,056                                       |
| J.P. Chinle                            | 149,111                                                  | -                                               | 151,464                                      | 158,067                                       |
| J.P. Puerco                            | 255,297                                                  | -                                               | 240,321                                      | 279,569                                       |
| J.P. St. Johns                         | 151,353                                                  | -                                               | 141,520                                      | 164,860                                       |
| SJ Magistrate                          | 37,784                                                   | -                                               | 33,724                                       | 38,918                                        |
| J.P. Round Valley                      | 212,412                                                  | -                                               | 170,146                                      | 254,318                                       |
| Springerville Maglstrate               | 47,846                                                   | -                                               | 47,252                                       | 46,510                                        |
| Eagar Magistrate                       | 47,846                                                   | -                                               | 44,575                                       | 46,510                                        |
| Communication Specialist               | 94,973                                                   | -                                               | 83,369                                       | 100,509                                       |
| Community Development                  | 389,121                                                  | -                                               | 279,728                                      | 397,998                                       |
| Recorder                               | 409,624                                                  | -                                               | 397,706                                      | 456,282                                       |
| Superior Court                         | 415,587                                                  | -                                               | 389,227                                      | 435,380                                       |
| Public Defenders                       | 400,000                                                  | -                                               | 371,358                                      | 400,000                                       |
| Jury Fees & Expenses                   | 106,334                                                  | -                                               | 84,801                                       | 107,708                                       |
| Jury Trial Costs                       | 20,915                                                   | -                                               | -                                            | 20,915                                        |
| Support & Care of Persons              | 5,729                                                    | -                                               | 5,729                                        | 5,729                                         |
| Treasurer                              | 338,282                                                  | -                                               | 271,313                                      | 407,810                                       |
| Probation/Adult                        | 272,606                                                  | -                                               | 241,131                                      | 279,606                                       |
| Probation/Juvenile                     | 213,125                                                  | -                                               | 202,646                                      | 218,597                                       |
| Sheriff                                | 2,407,161                                                | -                                               | 2,284,724                                    | 2,521,752                                     |
| Search & Rescue                        | 8,366                                                    | -                                               | 953                                          | -                                             |
| Public Fiduciary                       | 75,341                                                   | -                                               | 48,346                                       | 75,341                                        |
| AHCCCS/ALTCS                           | 1,073,500                                                | -                                               | 884,156                                      | 1,078,500                                     |
| Agriculture Extension                  | 22,500                                                   | -                                               | 22,500                                       | 30,000                                        |
| Legal Svcs./Judgments                  | 25,098                                                   | -                                               | -                                            | 25,098                                        |
| Insurance                              | 265,393                                                  | -                                               | 271,374                                      | 230,000                                       |
| School Superintendent                  | 320,982                                                  | -                                               | 281,356                                      | 329,925                                       |
| Retirement Reserve                     | 45,000                                                   | -                                               | -                                            | 45,000                                        |
| County Fair                            | 15,000                                                   | -                                               | 15,000                                       | 15,000                                        |
| <b>Total General Fund</b>              | <b>\$ 15,488,797</b>                                     | <b>\$ -</b>                                     | <b>\$ 12,895,168</b>                         | <b>\$ 17,883,042</b>                          |
| <b>SPECIAL REVENUE FUNDS</b>           |                                                          |                                                 |                                              |                                               |
| 2900 Law Library                       | \$ 18,000                                                | \$ -                                            | \$ 11,700                                    | \$ 22,500                                     |
| 1200 HAVA                              | 200,000                                                  | -                                               | 25,079                                       | 100,000                                       |
| Roads                                  | -                                                        | -                                               | -                                            | -                                             |
| 4300 Engineer                          | 520,000                                                  | -                                               | 520,000                                      | 520,000                                       |
| 4310 Safety                            | -                                                        | -                                               | -                                            | -                                             |
| 4800 District #1                       | 1,820,000                                                | -                                               | 1,558,983                                    | 1,820,000                                     |
| 4810 Carryover Reserve, District #1    | 457,000                                                  | -                                               | 457,000                                      | 31,595                                        |
| 4700 District #2                       | 1,820,000                                                | -                                               | 1,589,338                                    | 1,820,000                                     |
| 4710 Carryover Reserve, District #2    | 468,500                                                  | -                                               | 468,500                                      | 440,930                                       |

|      |                                    |           |   |           |           |
|------|------------------------------------|-----------|---|-----------|-----------|
| 4446 | District #3                        | 2,745,970 | - | 1,886,515 | 2,745,970 |
| 4510 | Carryover Reserve, District #3     | 517,000   | - | 517,000   | 161,287   |
| 8800 | Liability Insurance                | 285,000   | - | 285,000   | 285,000   |
| 1000 | Contingency                        | 496,080   | - | 85,000    | 500,000   |
|      | Deferred                           | 650,000   | - | -         | -         |
|      | RAC Grant                          | 60,000    | - | -         | 57,000    |
|      | TEA21, Bus Routes                  | 320,000   | - | -         | 320,000   |
|      | Schools Indirect Costs             | 25,500    | - | -         | -         |
| 2431 | Forest Thinning - EECO             | 250,000   | - | 51,555    | 250,000   |
| 4300 | GIS                                | 64,000    | - | 64,000    | 64,000    |
|      | Transit Funds                      | 100,000   | - | 16        | 100,000   |
| 0400 | Misc Revenue                       | 500,000   | - | 289,411   | 500,000   |
|      | EDAC Passthrough                   | 300,000   | - | -         | -         |
|      | Victim's Interest Fund             | 950       | - | -         | 500       |
|      | Sheriff's Grants                   | 81,686    | - | 161,977   | 71,500    |
| 9300 | Forest Fees                        | 1,000,000 | - | -         | 500,000   |
| 1300 | Emergency Management               | 300,572   | - | 250,048   | 309,271   |
| 1313 | Local Emergency Planning           | 41,000    | - | 11,349    | 40,420    |
|      | Homeland Supplemental              | -         | - | -         | 121,000   |
| 2900 | Juvenile High Risk Court           | 51,165    | - | 47,091    | 51,165    |
| 3700 | Extra Juvenile Diversion           | 1,000     | - | -         | 1,000     |
| 0200 | Criminal Justice, Attorney         | 184,178   | - | -         | 159,623   |
| 0200 | RICO, State & Other                | 8,400     | - | 82,889    | 40,000    |
| 2900 | Norviel Degree                     | 14,800    | - | 12,004    | 16,350    |
| 1111 | DP Services, Schools               | 337,200   | - | 256,385   | 373,135   |
| 0700 | Local Court Automation             | 47,259    | - | 39,715    | 47,259    |
| 3400 | Jail Enhancement                   | 182,149   | - | 197,060   | 200,000   |
| 3700 | State Aid To Probation             | 185,691   | - | 159,709   | 179,324   |
| 3700 | Family Counseling                  | 16,403    | - | 16,238    | 16,000    |
| 0283 | Accent/Attorney                    | 72,114    | - | 84,173    | 76,914    |
| 3500 | Adult Probation Fees               | 122,283   | - | 44,092    | 209,687   |
| 2900 | CASA                               | 49,641    | - | 35,500    | 61,081    |
| 3500 | Adult Intens. Supervision          | 233,305   | - | 251,501   | 299,928   |
| 3700 | Juv. Crime Reduction               | 400       | - | -         | 6,000     |
| 3700 | Juvenile Treatment Services        | 81,720    | - | 75,000    | 86,384    |
| 3700 | Juv. Probation Fees                | 19,865    | - | 2,000     | 10,000    |
| 3700 | J.I.P.S.                           | 62,067    | - | 45,000    | 67,988    |
| 2800 | Recorder's Sur-Charge              | 16,946    | - | 16,946    | 31,000    |
| 3700 | Diversion Fees - Probation         | 3,500     | - | -         | -         |
| 3500 | Adult Prob. Enhancement            | 301,711   | - | 235,830   | 314,442   |
| 3700 | Parole                             | 10,000    | - | 5,000     | 10,000    |
|      | Accent/Sheriff                     | 321,008   | - | 321,008   | 273,030   |
| 0200 | Victim's Compensation              | 54,473    | - | 39,194    | 54,473    |
| 2900 | S. Court Docket Storage            | 8,000     | - | 2,700     | 8,000     |
| 0200 | Victim's Assist./Rights            | 47,150    | - | 47,150    | 47,450    |
| 0200 | Fair & Legal Employment            | 72,000    | - | -         | 45,000    |
| 0200 | Bad Check Prosecution              | 35,597    | - | -         | 15,000    |
| 3700 | Detention Equalization             | 63,399    | - | 28,000    | 63,063    |
| 0200 | Victim's Comp - Restitution        | 35,000    | - | 500       | 7,000     |
| 3400 | Jail Services                      | 250,000   | - | 37,000    | 250,000   |
| 2900 | Field Trainer                      | 25,057    | - | 25,057    | 25,094    |
| 0200 | SW Border Prosecution              | 281,384   | - | 173,133   | 280,000   |
|      | Extra Adult Probation Fees         | 1,500     | - | -         | 400       |
| 3700 | Extra Juvenile Probation Fees      | 1,500     | - | -         | 400       |
| 3500 | Drug Treatment & Education         | 18,816    | - | 8,000     | 16,723    |
| 6400 | WIA                                | 4,000     | - | 55        | -         |
| 3700 | Diversion Intake - Probation       | 56,106    | - | 56,106    | 59,746    |
| 3700 | Diversion Consequence              | 28,253    | - | 23,437    | 33,514    |
| 3500 | Drug Testing                       | 23,390    | - | 23,390    | 26,283    |
|      | Case Processing Assistance         | 21,775    | - | 2,941     | 20,000    |
|      | JCEF                               | 60,000    | - | 7,843     | 60,000    |
|      | Community Punishment               | 52,729    | - | 52,729    | 58,331    |
| 0200 | Prosecution Recovery               | 170,000   | - | -         | 120,475   |
|      | Fill the Gap, Attorney             | 3,000     | - | -         | 6,000     |
| 2900 | Fill The Gap, Courts               | 196,649   | - | 196,649   | 175,103   |
| 2900 | Fill The Gap, Indigent Defense     | 12,000    | - | -         | -         |
| 2900 | Fill The Gap, Court Administration | 21,375    | - | 20,250    | 25,000    |
|      | EECBG Grant                        | -         | - | 1,664     | 40,000    |
|      | Title 1                            | 18,212    | - | 990       | 20,000    |
|      | Title 2                            | 5,903     | - | 320       | 7,000     |
|      | IDEA Basic                         | 14,520    | - | 3,015     | 14,520    |
|      | Secure Care                        | 5,545     | - | 725       | 5,550     |
|      | Drug Court                         | 4,500     | - | 4,500     | 4,500     |
|      | Prosecution Recovery COC           | 14,745    | - | 34,963    | 24,000    |

|                                     |                                     |               |      |               |               |
|-------------------------------------|-------------------------------------|---------------|------|---------------|---------------|
|                                     | Attorney Diversion                  | 215,368       | -    | 215,368       | 115,776       |
| 4900                                | Cinder Pit                          | 28,915        | -    | -             | 28,915        |
| 7000                                | Waste Tire Disposal                 | 120,000       | -    | 85,744        | 120,000       |
| 4300                                | Specific Road Projects              | 126,000       | -    | -             | 126,000       |
| <b>Revenue/Secondary Assessment</b> |                                     |               |      |               |               |
| <b>County Library</b>               |                                     |               |      |               |               |
| 1000                                | Contingency                         | 100,000       | -    | -             | 100,000       |
| 8000                                | Operating                           | 1,602,892     | -    | 1,456,885     | 1,623,000     |
| 8010                                | Building Project                    | 587,700       | -    | 8,300         | 475,000       |
| 8029                                | State Grant                         | 25,000        | -    | 25,000        | 25,000        |
| 8030                                | Federal E-Rate                      | 60,308        | -    | 24,175        | 66,026        |
| 8060                                | Donations                           | 29,079        | -    | 9,255         | 30,367        |
|                                     | State Grant                         | 10,000        | -    | 10,384        | -             |
| <b>Public Health District</b>       |                                     |               |      |               |               |
| 1000                                | Contingency                         | 200,000       | -    | -             | 346,867       |
| 5100                                | Health Services                     | 499,089       | -    | 499,089       | 454,077       |
| 5115                                | Tuberculosis                        | 18,861        | -    | 18,861        | 15,115        |
| 5121                                | GOHS                                | 30,502        | -    | 30,502        | -             |
| 5122                                | Injury Prevention (CHIPP)           | 86,243        | -    | 86,243        | 90,000        |
| 5124                                | GOHS-Health                         | -             | -    | -             | 42,148        |
| 5125                                | Vital Records                       | 47,661        | -    | 47,661        | 45,542        |
| 5126                                | STD Prevention                      | 2,320         | -    | 2,320         | 2,320         |
| 5127                                | Teen Pregnancy Prevention           | 139,003       | -    | 139,003       | 187,420       |
| 5128                                | AZNN                                | 56,000        | -    | 56,000        | 48,327        |
| 5130                                | Immunization                        | 82,191        | -    | 82,191        | 132,662       |
| 5300                                | Tobacco Prevention                  | 184,179       | -    | 184,179       | 185,000       |
| 5350                                | Smoke Free AZ                       | 74,588        | -    | 74,588        | 74,588        |
| 5627                                | Dental Sealant                      | 5,000         | -    | 5,000         | 5,000         |
| 5632                                | Well Woman Health Check             | 110,082       | -    | 110,082       | 119,725       |
| 5634                                | WIC                                 | 152,775       | -    | 152,775       | 102,996       |
| 5636                                | SRTS                                | -             | -    | -             | 22,075        |
|                                     | Public Health Accreditation         | 45,000        | -    | 45,000        | -             |
| 5644                                | Family Planning                     | 10,385        | -    | 10,385        | 25,557        |
| 5645                                | Health Start                        | 123,405       | -    | 123,405       | 110,000       |
| 5651                                | Volunteer Recruitment               | 5,000         | -    | 5,000         | 7,800         |
| 5655                                | PHEP                                | 282,272       | -    | 282,272       | 193,499       |
| 5664                                | HIV                                 | 10,195        | -    | 10,195        | -             |
| 5700                                | Environmental Health, ADHS          | 57,850        | -    | 57,850        | 60,823        |
| 5701                                | Environmental Health, ADEQ          | 34,112        | -    | 34,112        | 43,369        |
| 3800                                | Medical Examiner                    | 57,838        | -    | 57,838        | 252,227       |
|                                     | Future Grants                       | 300,000       | -    | -             | 300,000       |
|                                     | Jail District                       | 3,300,673     | -    | 2,339,000     | 3,591,333     |
| 3700                                | Juvenile Jail District              | 886,538       | -    | 781,000       | 886,538       |
| 9200                                | Junior College Tuition              | 2,200,000     | -    | 2,197,000     | 2,200,000     |
| <b>Post Secondary Education</b>     |                                     |               |      |               |               |
| 9200                                | Junior Colleges                     | 615,000       | -    | 615,000       | 630,000       |
| 9400                                | Technology for Education            | 416,099       | -    | 200,000       | 378,000       |
| 4300                                | Flood Control                       | 382,379       | -    | 150,000       | 382,000       |
| 3600                                | Fire District Assistance            | 539,967       | -    | 539,967       | -             |
| <b>Total Special Revenue Funds</b>  |                                     |               |      |               |               |
|                                     |                                     | \$ 30,831,110 | \$ - | \$ 21,721,352 | \$ 28,469,000 |
| <b>DEBT SERVICE FUNDS</b>           |                                     |               |      |               |               |
|                                     | GADA Loan                           | \$ 4,391,314  | \$ - | \$ 178,000    | \$ 4,391,314  |
|                                     | Library District GOB                | 705,825       | -    | 705,825       | 713,000       |
|                                     | GIS Loan                            | 75,767        | -    | 76,767        | -             |
|                                     | <b>Total Debt Service Funds</b>     | \$ 5,172,906  | \$ - | \$ 960,592    | \$ 5,104,314  |
| <b>CAPITAL PROJECTS FUNDS</b>       |                                     |               |      |               |               |
|                                     |                                     | \$ -          | \$ - | \$ -          | \$ -          |
|                                     | <b>Total Capital Projects Funds</b> | \$ -          | \$ - | \$ -          | \$ -          |
| <b>PERMANENT FUNDS</b>              |                                     |               |      |               |               |
|                                     |                                     | \$ -          | \$ - | \$ -          | \$ -          |
|                                     | <b>Total Permanent Funds</b>        | \$ -          | \$ - | \$ -          | \$ -          |
| <b>ENTERPRISE FUNDS</b>             |                                     |               |      |               |               |
|                                     |                                     | \$ -          | \$ - | \$ -          | \$ -          |

|                               |                      |                                |                      |                      |
|-------------------------------|----------------------|--------------------------------|----------------------|----------------------|
|                               |                      |                                |                      |                      |
| <b>Total Enterprise Funds</b> | \$                   | \$                             | \$                   | \$                   |
| <b>TOTAL ALL FUNDS</b>        | \$ <u>51,492,813</u> | \$ <u>                    </u> | \$ <u>35,577,112</u> | \$ <u>51,456,356</u> |

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Arizona; THENCE South 02 degrees 29' 35" East along the East boundary of Tract 185, a distance of 826.16 feet to a point on the approximate centerline of State Highway 61; THENCE South 46 degrees 53' 26" West along said centerline, a distance of 40.0 feet said point being the TRUE POINT OF BEGINNING; THENCE North 56 degrees 42' 05" West, a distance of 917.20 feet to the ending point of described easement. Parcel No. 3: An easement for the purposes of ingress, egress, utilities, well and well maintenance, described as follows: A 12.00 foot easement whose centerline is described as follows: COMMENCING at a point marking the Northeast corner of Tract 185, LAKE VIEW RANCH UNIT IV, located in the Southwest quarter of Section 17, Township 11 North, Range 25 East of the Gila and Salt River Meridian, Apache County, Arizona, according to Book 5 of Land Surveys, Pages 98 through 103, inclusive, records of Apache County, Arizona; THENCE South 89 degrees 35' 52" West along the North boundary of Tract 185, a distance of 370.00 feet; THENCE South 48 degrees 21' 59" West, a distance of 521.66 feet to the TRUE POINT OF BEGINNING; THENCE South 82 degrees 54' 05" East, a distance of 635.58 feet to the ending point of the 12.00 foot described easement and the center point of a 25.00 foot radius circular well easement. EXCLUDING the existing RV garage and building fixtures. Parcel No. 4: An easement for the purposes of ingress, egress and utilities, described as follows: The Northerly 15 feet EXCEPT the West 100 feet of the following described property: A portion of Tract 185, LAKE VIEW RANCH UNIT IV, located in the Southwest quarter of Section 17, Township 11 North, Range 25 East of the Gila and Salt River Meridian, Apache County, Arizona, according to Book 5 of Land Surveys, Pages 98 through 103, inclusive, records of Apache County, Arizona, more particularly described as follows: COMMENCING at a point marking the Northeast corner of Tract 185; THENCE South 89 degrees 35' 52" West along the North boundary of Tract 185, a distance of 1,834.83 feet to a point marking the northwest corner of Tract 185; THENCE South 0 degrees 51' 33" West along the West boundary of Tract 185, a distance of 273.46 feet to the TRUE POINT OF BEGINNING; THENCE CONTINUING South 0 degrees 51' 33" West along said boundary, a distance of 1,247.00 feet; THENCE South 72 degrees 40' 03" East along the Southern boundary of Tract 185, a distance of 811.00 feet; THENCE North 31 degrees 00' 08" East, a distance of 584.45 feet; THENCE North 66 degrees 39' 57" West, a distance of 1,080.6 feet to the TRUE POINT OF BEGINNING. Parcel No. 5: A portion of Tract 185, LAKE VIEW RANCH UNIT IV, located in the Southwest quarter of Section 17, Township 11 North, Range 25 East of the Gila and Salt River Meridian, Apache County, Arizona, according to Book 5 of Land Surveys, Pages 98 through 103, inclusive, records of Apache County, Arizona, more particularly described as follows: BEGINNING at a point marking the Northeast corner of Tract 185; THENCE South 02 degrees 29' 35" East along the East boundary of Tract 185, a distance of 826.16 feet to a point on the centerline of State Highway 61; THENCE South 46 degrees 53' 26" West along said centerline a distance of 40.00 feet; THENCE North 56 degrees 42' 05" West a distance of 917.20 feet; THENCE North 48 degrees 21' 59" East a distance of 521.66 feet to a point on the North boundary of Tract 185; THENCE North 89 degrees 35' 52" East, and along the North boundary of Tract 185, a distance of 370.00 feet to the TRUE POINT OF BEGINNING. EXCEPT one-half all oil, gas and other hydrocarbons as reserved in Instrument recorded December 20, 1935 in Book 33 of Deeds, Page 389; and EXCEPT 75% of all oil, gas and minerals and other hydrocarbon substances as reserved in Instrument recorded August 4, 1943 in Book 27 of Deeds, Page 155. Parcel No. 6: Easement for the purposes of ingress and egress, described as follows: A thirty foot easement lying 15 feet on either side of the following described centerline: COMMENCING at a point marking the Northeast corner of Tract 185, LAKE VIEW RANCH UNIT IV, located in the Southwest quarter of Section 17, Township 11 North, Range 25 East of the Gila and Salt River Meridian, Apache County, Arizona, according to Book 5 of Land Surveys, Pages 98 through 103, inclusive, records of Apache County, Arizona; THENCE South 02 degrees 29' 35" East along the East boundary of Tract 185, a distance of 826.16 feet to a point on the approximate centerline of State Highway 61; THENCE South 46 degrees 53' 26" West along said centerline, a distance of 40.0 feet said point being the TRUE POINT OF BEGINNING; THENCE North 56 degrees 42' 05" West, a distance of 917.20 feet to the ending point of described easement. EXCEPT any portion lying within Parcel No. 5. Street address or identifiable location of property: 36097D and 36099A, Highway 61, Concho, Apache County, Arizona 85924 County Assessor's Tax Parcel No.: 107-54-185B and 107-54-

regional mobility program. The program will be administered by NACOG's Transportation Planning program in cooperation with the Area Agency on Aging (AAA) NACOG. The program will focus on partnering with ADOT and local stakeholders to: Enhance the coordination of existing and potential transportation programs; Implement new programs to strengthen mobility options for citizens; Develop strategies and action steps to allocate resources meeting current and future transportation demands

This notice is to advise you of our application and to ensure this proposal would not represent a duplication of your service. Private, public transit and para-transit operators may receive reimbursement funds through purchase of service agreements; therefore, we solicit your involvement in our proposed program.

We invite your feedback to this proposal by mail or e-mail within 10 working days if you (1) support this project (2) believe you can provide all or a part of this service, or (3) if you have specific objections or counter proposal. E-mail addresses are located below; hard copies can be sent to: NACOG - Mobility Management, 119 East Aspen Avenue, Flagstaff AZ 86001, Mary Beals, mbeals@nacog.org, jkelly@nacog.org, Jason Kelly 928 830-0127

Published in the White Mountain Independent May 28, May 31, June 4, 2013  
WMI 7540, TNA, 3x, 5/28, 5/31, 6/4/13

**PUBLIC NOTICE**

Apache County's Tentative Budget Hearing will be held on June 18, 2013 at 8:30 a.m. in the Board of Supervisors' meeting room, County Annex building, 75 West Cleveland Street, St. Johns, Arizona

Published May 31, June 7, and June 14, 2013

Published in the White Mountain Independent May 31, June 7, June 14, 2013  
WMI 7543, A, 3x, 5/31, 6/7, 6/14

**PUBLIC NOTICE**

AS REQUIRED BY SECTION 18.84.070 OF THE TOWN OF EAGAR ZONING CODE THE PUBLIC IS HEREBY GIVEN NOTICE. THE TOWN OF EAGAR PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON THURSDAY JUNE 20, 2013 AT 7:00 P.M. IN THE EAGAR TOWN COUNCIL CHAMBERS LOCATED AT 22 WEST 2ND STREET, EAGAR. THE PURPOSE OF THIS HEARING IS TO CONSIDER AN APPLICATION FROM 26 BAR RANCH FOR A CONDITIONAL USE PERMIT #CU2013-1 FOR THE PURPOSE OF OPERATING A BED AND BREAKFAST, CONVENTIONS, SEMINARS, EQUINE EVENTS AND ENTERTAINMENT AT 1800 WEST 26 BAR LANE, ALSO KNOWN AS PARCEL #104-19-007. IF YOU HAVE ANY QUESTIONS OR COMMENTS CONCERNING THIS, OR ANY OTHER MATTER YOU MAY CALL BRUCE RAY, COMMUNITY DEVELOPMENT DIRECTOR AT 333-4128 EXT. 228, OR E-MAIL b.ray@eagar.com. YOU ARE INVITED TO SEND WRITTEN COMMENTS OR MAKE VERBAL COMMENTS AT THE HEARING. ANYONE WISHING TO ATTEND THIS MEETING AND HAS A SPECIAL NEED DUE TO DISABILITY, PLEASE CONTACT THE PLANNING DEPARTMENT AT 928-333-4128 TWENTY FOUR HOURS PRIOR TO THE MEETING AND ACCOMMODATIONS WILL BE PROVIDED.

Published in the White Mountain Independent May 31, 2013  
WMI 7538, A, 1x, 6/31/13

**ORDINANCE NO 2013-03**  
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGAR, ARIZONA AMENDING TITLE 13.32.010 CONNECTION TO SYSTEM, TOWN OF EAGAR CODE.

WHEREAS, not to place an unnecessary burden on citizens who purchase a home where the septic system is less than five years old; and WHEREAS, the Town of Eagar desires to provide a procedure to allow for citizens to apply for a waiver from connecting to the sewer system when the septic system is less than five years old; end  
WHEREAS, the Town Council of the Town of Eagar, Arizona has determined that it is in the best interest of the health, safety and welfare of the Town of Eagar and its residents, that Title 13.32.010 Connection to System, Town of Eagar Code be amended as shown in Exhibit "A"; and NOW THEREFORE, BE IT ORDAINED BY the Mayor and Town Council of the Town of Eagar, Apache County, Arizona, that Title 13.32.010 Connection to System, Town of Eagar Code is

accompanied by necessary filing fee, when the time required, and you are required to serve a copy of any Answer or response upon the Plaintiff. RCP (10); A.R.S. §§12-311; RCP 6. Request for reasonable accommodation for persons with disabilities must be made to the division assigned to the case by parties at least three judicial days in advance of scheduled court proceeding.  
SIGNED AND SEALED this date 4-30-13  
SUE HALL  
Clerk of the Superior Court  
By /s/ Illegible

Published in the White Mountain Independent May 31, June 7, June 14, June 21, 2013  
WMI 7552, A, 4x, 5/31, 6/7, 6/14, 6/21/13

**PUBLIC NOTICE**

This is to notify all interested parties that NAU Senior Companion Program is applying for transportation operating assistance funds for serving the elderly and people with disabilities in the White Mountain Area (49U.S.C. § 5310). These funds will be used to transport elderly and disabled Senior Companion clients on a demand response basis from Senior Companion volunteers to whom they are assigned. Pursuant to the Americans with Disabilities Act (ADA) of 1990, this notice additionally serves to inform interested parties that request may be made of the applicant for accommodation of "special needs" for a person(s) with a disability(s) to have maximum feasible opportunity for physical and information access to and regarding the above proposed project. Anyone wishing to comment on this application should do so by June 10, 2013 to NAU Senior Companion Program, PO Box 6063, Flagstaff, Arizona 86011. Any public or private transit or paratransit operator wishing to provide an equivalent service to that proposed above should submit to the above named agency within 30 days, a written proposal detailing the service that operator would provide.

Published in the White Mountain Independent May 31, 2013  
WMI 7548, A, 1x, 5/31/13

**NOTICE**

(for publication)  
ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR  
I. Name: WW LOGGING LLC  
L-1839313-0  
II. The address of the known place of business is: 293 E. 7th Avenue, Eagar, AZ 85925  
III. The name and street address of the Statutory Agent is: Stacey L. Weaver, 293 E. 7th Avenue, Eagar, AZ 85925  
A. N/A  
B. [X] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:  
[X] Member, Daniel Lee Weaver, PO Box 702, Springerville, AZ 85938  
[X] Member, Russell Dale Weaver, PO Box 702, Springerville, AZ 85938

Published in the White Mountain Independent May 31, June 4, June 7, 2013  
WMI 7544, A, 3x, 5/31, 6/4, 6/7/13

**What if America didn't NOTICE?**

**Public notice help expose**

- fraud in government!
- dishonest businesses!
- unfair competitive practices!

**Independent**

Participate in Democracy. Read your Public Notices.

# Proposed

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## Fee Schedule for the Round Valley Rodeo Grounds.

There will be a \$200.00 deposit required for the use of the Blue Building and facilities, or the Arena and Facilities. The use of both will require a deposit of \$400.00

### DAILY FEES:

| FACILITY                                                               | CLASS I   | CLASS II | CLASS III | CLASS IV  |
|------------------------------------------------------------------------|-----------|----------|-----------|-----------|
| Blue Building w/Restrooms                                              | 40.00     | 65.00    | 200.00    | 300.00    |
| Kitchen                                                                | 50.00     | 150.00   | 200.00    | 250.00    |
|                                                                        |           |          |           |           |
| FACILITY                                                               | CLASS I   | CLASS II | CLASS III | CLASS IV  |
| Arena & Grandstands w/Restrooms                                        | 25.00     | 150.00   | 150.00    | 300.00    |
| Arena Lights                                                           | 15.00/hr. | 15.00/hr | 15.00/hr. | 15.00/hr. |
| Tractor Available Per Day (Operator must be approved by Rodeo Manager) | 50.00     | 50.00    | 50.00     | 50.00     |
| Basic Portable Arena Panel Set Up                                      | 100.00    | 200.00   | 200.00    | 200.00    |
| Concession Stand (each)                                                | 40.00     | 75.00    | 200.00    | 300.00    |

## ROUND VALLEY RODEO GROUNDS



**Facility is located at the Junction of Hwy 180 and Hwy 260,  
Eagar, Arizona  
APACHE COUNTY FACILITY APPLICATION**

NAME OF INDIVIDUAL OR ORGANIZATION: \_\_\_\_\_

ADDRESS OF INDIVIDUAL OR ORGANIZATION: \_\_\_\_\_

FUNCTION TO BE HELD: \_\_\_\_\_

WILL ACCESS BE REQUIRED ONE DAY BEFORE EVENT?  YES  NO (STARTING TIME: \_\_\_\_\_am \_\_\_\_\_pm)

CONTACT PERSON FOR EVENT: \_\_\_\_\_

TELEPHONE NO OF CONTACT PERSON: \_\_\_\_\_

KEY(S) CHECKED OUT TO (ONLY 1 PERSON): \_\_\_\_\_ (PHONE \_\_\_\_\_)

DATE(S) REQUESTED: \_\_\_\_\_

TIME OF EVENT: \_\_\_\_\_

ESTIMATE HOW MANY PEOPLE WILL ATTEND EVENT: \_\_\_\_\_

LIQUOR PERMIT (PLEASE SUBMIT A COPY OF PERMIT) (See Policies and Procedures) SOLD BY: \_\_\_\_\_ SERVED ONLY ? \_\_\_\_\_

SECURITY FOR EVENT: YES \_\_\_\_\_ NO \_\_\_\_\_ (Security Application Attached) (See Policies and Procedures)

WILL THIS EVENT BE PUBLIC OR PRIVATE: PUBLIC: \_\_\_\_\_ PRIVATE: \_\_\_\_\_

IF PUBLIC, WOULD YOU LIKE THIS EVENT LISTED ON THE APACHE COUNTY WEBPAGE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF POSTED IS THERE AN ENTRANCE FEE? YES \_\_\_\_\_ NO \_\_\_\_\_

ADULTS: \$ \_\_\_\_\_ CHILDREN:\$ \_\_\_\_\_ SENIORS: \$ \_\_\_\_\_ OTHER: \$ \_\_\_\_\_

Pricing below based on the following classifications. Determine your class, circle, then utilize the prices in your class column only.

- CLASS I EDUCATIONAL, COMMUNITY SERVICE ORGANIZATIONS, PERSONAL/COMMUNITY ADVERSITY BENEFITS, WEDDING OR RECEPTIONS, NON-PROFIT ORGANIZATIONS OR APACHE COUNTY RESIDENTS THAT DO NOT CHARGE FOR THEIR EVENT.
- CLASS II NON-PROFIT ORGANIZATIONS THAT CHARGE A FEE FOR THEIR EVENT.
- CLASS III FOR PROFIT VENTURES AND COMMERCIAL ORGANIZATIONS.
- CLASS IV CIRCUSES, MOTORIZED EVENTS AND EVENTS THAT CHANGE THE INTENDED USE OF ARENA.

**PLEASE NOTE THAT ALL FEES WILL BE USED TO MANAGE, MAINTAIN OR IMPROVE THE FACILITY**

**DAILY FEES:**

| FACILITY                  | CLASS I | CLASS II | CLASS III | CLASS IV |
|---------------------------|---------|----------|-----------|----------|
| Blue Building w/Restrooms | 40.00   | 65.00    | 200.00    | 300.00   |
| Kitchen                   | 50.00   | 150.00   | 200.00    | 250.00   |

| FACILITY                                                               | CLASS I   | CLASS II | CLASS III | CLASS IV  |
|------------------------------------------------------------------------|-----------|----------|-----------|-----------|
| Arena & Grandstands w/Restrooms                                        | 25.00     | 150.00   | 150.00    | 300.00    |
| Arena Lights                                                           | 15.00/hr. | 15.00/hr | 15.00/hr. | 15.00/hr. |
| Tractor Available Per Day (Operator must be approved by Rodeo Manager) | 50.00     | 50.00    | 50.00     | 50.00     |
| Basic Portable Arena Panel Set Up                                      | 100.00    | 200.00   | 200.00    | 200.00    |
| Concession Stand (each)                                                | 40.00     | 75.00    | 200.00    | 300.00    |

There will be a \$200.00 deposit required for the use of the Blue Building and facilities, or the Arena and Facilities. The use of both will require a deposit of \$400.00

**NOTES:**

- A. The discounted rate for the facilities for a 4 (four) to 7 (seven) day event will be equal to 3.5 times the daily rate. This week may only impact one (1) weekend.
- B. Priorities for scheduling conflicts will be solely determined by the County Manager.
- C. Additional Costs may be added according to need for special features or uses.
- D. Each event shall require a walk through and photo sign off before and after each event with the responsible party and the Rodeo Grounds Manager.
- E. Deposit shall be forfeited if: 1. keys are not returned within 48 hours after event. (The keys will be issued at the Round Valley Road Yard. Please contact Sue Koch at 928-333-4149). 2. Additional cleaning is required. 3. Equipment for facility is damaged. (The applicant shall be responsible for any and all assessed damages). Cleaning and security deposits will be refunded to the Applicant after the final walkthrough, if no damage is done to County Property.
- F. A \$1,000,000.00 General Liability Certificate of Insurance naming Apache County, as an additional Insured, will be required for events such as Equestrian, Rodeo, and ATV, Events that do not charge admission, contact the .....County Manager at (928) 337-7503.
- G. Individuals or small groups desiring to practice in the arena area should contact the County Manager for requirements or permission for exception to the above large event fees and responsibilities. All users of the Rodeo Grounds or facilities must contact the Springerville-Eagar Chamber of Commerce at (928) 333-2123 to schedule the facility.
- H. Users of Concessions must supply their own propane and tank.
- I. Users of concessions must comply with all health and safety codes or regulations.
- J. If an event organizer would like to provide "In-Kind" services in lieu of payment of normal fees, please contact the County Manager at (928) 337-7503. In-Kind Labor is available at \$10.00 per hour. The value of donated items will be set by a third party.

**PLEASE CHECK APPROPRIATE FACILITY THAT WILL BE RENTED AND FILL IN NUMBER OF DAYS AND HOURS**

**BLUE BUILDING** The building is 60 x 80 (4800 sq ft) including kitchen and restrooms. Capacity is \_\_\_\_\_ people.  
 FIRST DAY OF EVENT: \_\_\_\_\_ \$ \_\_\_\_\_  
 EACH ADDITIONAL DAY OF EVENT: \$ \_\_\_\_\_ X \_\_\_\_\_ DAYS \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ CLEANING DEPOSIT CLASS \_\_\_\_\_ \$ \_\_\_\_\_  
 KEY, CLEANING & SECURITY DEPOSIT: \$200.00

TABLES (HOW MANY) \_\_\_\_\_ ROUND TABLES (\_\_\_\_) RECTANGLE TABLES (\_\_\_\_) \$ \_NA\_  
 TOTAL DUE: \$ \_\_\_\_\_

**KITCHEN** FIRST DAY OF EVENT: \_\_\_\_\_ \$ \_\_\_\_\_  
 EACH ADDITIONAL DAY OF EVENT: \$ \_\_\_\_\_ X \_\_\_\_\_ DAYS \$ \_\_\_\_\_  
 TOTAL DUE: \$ \_\_\_\_\_

**ARENA & GRANDSTANDS** FIRST DAY OF EVENT: \_\_\_\_\_ \$ \_\_\_\_\_  
 ADDITIONAL DAY OF EVENT: \_\_\_\_\_ CLASS: \_\_\_\_\_ \$ \_\_\_\_\_  
 \$15.00 per hour for lights (how many hours) \_\_\_\_\_ \$ \_\_\_\_\_  
 KEY, CLEANING & SECURITY DEPOSIT \$200.00  
 TOTAL DUE: \$ \_\_\_\_\_

**TRACTOR - OPERATOR CHECK REQUIRED** FIRST DAY OF EVENT: \_\_\_\_\_ \$ \_\_\_\_\_

|                       |                                             |                                    |
|-----------------------|---------------------------------------------|------------------------------------|
|                       | ADDITIONAL DAY OF EVENT: _____              | \$ _____                           |
|                       |                                             | TOTAL DUE: \$ _____                |
| <input type="radio"/> | <u>PORTABLE ARENA PANEL SET UP</u>          | FIRST DAY OF EVENT: _____ \$ _____ |
|                       |                                             | TOTAL DUE: \$ _____                |
| <input type="radio"/> | <u>CONCESSION STAND EASTSIDE</u>            | FIRST DAY OF EVENT:----- \$ _____  |
|                       | ADDITIONAL DAYS - HOW MANY _____            | \$ _____                           |
|                       |                                             | TOTAL DUE: \$ _____                |
| <input type="radio"/> | <u>CONCESSION STAND WESTSIDE</u>            | FIRST DAY OF EVENT: _____ \$ _____ |
|                       | ADDITIONAL DAYS - HOW MANY _____            | \$ _____                           |
|                       |                                             | TOTAL DUE: \$ _____                |
|                       | <u>TOTAL OWED FOR FACILITY USES:</u>        | \$ _____                           |
|                       | <u>KEY, CLEANING &amp; SECURITY DEPOSIT</u> | \$ _____                           |

PLEASE NOTE: ALL FEES WILL BE PAID AT THE SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE

**POLICIES/PROCEDURES: PLEASE READ CAREFULLY**

1. Apache County requires the event sponsor/individual to provide security/traffic control personnel for events where:
  - a. Alcohol/liquor is served or sold. Any event where alcohol is served through the concession area will be required to obtain special permission.
  - b. More than 480 persons are expected to attend an event.
2. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County unless it is sponsored by the County.
3. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security/traffic control personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Apache County Sheriff Possee Reserve.**
4. Prior to picking up the key from the Rodeo Grounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. (Also, see #9) **(Road Yard Office – Sue Koch (928) 333-4149)**. Open between the hours of 6:30 am and 5:00 pm, Monday through Thursday.
5. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating unless special permission is given by the Rodeo Manager.
6. The event application may be downloaded from the internet ([www.apachecounty.az.gov](http://www.apachecounty.az.gov)) and/or completed on line, and e-mailed to **director@sechamber.com** or mail original to:

Becky Christensen, Director  
 Springerville-Eagar Chamber of Commerce  
 418 E. Main Street  
 Springerville, Arizona 85938  
 (928) 333-2123

7. Events may be scheduled up to two (2) years in advance. The Rodeo Master Calendar is maintained and coordinated by the Springerville-Eagar Chamber of Commerce to request the availability of specific dates and times. The calendared events can be seen on the link provided on the Apache County website.

8. Apache County reserves the right to unilaterally cancel a reservation for the Rodeo Grounds facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party.

9. The Rodeo Grounds Manager shall review all scheduled events for appropriateness, compatibility and safety prior to scheduling. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.

10. Rental fees for the rodeo ground facilities shall be based on the Rodeo Grounds Rate Schedule in effect on the date the approval is given by the Apache County Board of Supervisors.

**I HAVE READ, UNDERSTAND AGREE TO THE TERMS OF THIS APPLICATION:**

**APPLICANT NAME:** \_\_\_\_\_ **APPLICANT SIGNATURE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_ **TITLE OF SIGNER:** \_\_\_\_\_

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

**DO NOT WRITE BELOW THIS LINE**

---

**Payment received: DATE:** \_\_\_\_\_ **Amount Received:\$** \_\_\_\_\_ **(including deposits)**

**Apache County Rodeo Grounds Manager:** \_\_\_\_\_

**Check No. or Money Order No. Received:** \_\_\_\_\_ **Signer of Check:** \_\_\_\_\_  
**Driver's License No.** \_\_\_\_\_

**Deposit Amount Returned: \$** \_\_\_\_\_ **Date Returned:** \_\_\_\_\_ **Check No.** \_\_\_\_\_  
**Received by:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

4.1 Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate? [No].

4.2 Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? [No].

4.3 Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following:

a. The violation of fraud or registration provisions of the securities laws of that jurisdiction;

b. The violation of the consumer fraud laws of that jurisdiction;

c. The violation of the antitrust or restraint of trade laws of that jurisdiction? [No].

5. Bankruptcy question:

5.1 Has any person(s) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? [No].

Jan Peterson, 1262 Dupont Ct., Manteca, CA 95336  
U.S.A.  
I accept  
/s/ Jan Peterson 5/16/13

Published in the White Mountain Independent  
June 4, June 7, June 11, 2013  
WMI 7562 T, A, 3x, 6/4, 6/7, 6/11/13

Douglas E. Brown SBN 010791  
BROWN & BROWN LAW OFFICES, P.C.  
Post Office Box 489  
Eagar, Arizona 85925  
(928) 333-4717  
Attorney for Plaintiff  
douglasbrown@outlook.com

IN SUPERIOR COURT OF THE  
STATE OF ARIZONA  
IN AND FOR THE COUNTY OF NAVAJO  
No. CV 201300143  
SUMMONS  
ED HAVINS, AS TRUSTEE OF THE HAVINS  
FAMILY TRUST DATED FEBRUARY 5, 1992,  
Plaintiff,  
NAK S. SUNG; CHUN LEE; SPRINGLEAF  
HOME EQUITY, INC.; JOHN DOE I-X JANE  
DOE I-X; the unknown successors of any of the  
above parties; the unknown heirs and devisees of  
any of the above parties if deceased,  
Defendants.

IN THE NAME OF THE STATE OF ARIZONA  
TO:  
NAK S. SUNG; CHUN LEE; SPRINGLEAF HOME  
EQUITY, INC.; JOHN DOE I-X; JANE DOE I-X;  
the unknown successors of any of the above  
parties; the unknown heirs and devisees of any  
of the above parties if deceased,

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Service by registered or certified mail without the State of Arizona is complete 30 days after the filing of the receipt and affidavit of service with the Court. Service by publication is complete 30 days after the date of first publication. A copy of the Complaint may be obtained from the Plaintiff's attorney. Direct service is complete when made. Other provisions of law which may apply to you can be found at 16 A.R.S. Rules of Civil Procedure, Rule 4; A.R.S. Section 20-222, 28-502, 28-503.

YOU ARE HEREBY NOTIFIED that if you fail to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint. Requests for reasonable accommodation for person with disabilities must be made to the division assigned to the case by parties at least three judicial days in advance of scheduled court proceeding.

YOU ARE HEREBY CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this

5. Shares: Class: Common Series Total  
100000 per value 1.00

6. Arizona Known Place of Business Address:  
6.1 Is the Arizona known place of business address the same as the street address of the statutory agent? [x] No  
6.2 Arizona known place of business: 237 North Highway 180, Springerville, AZ 85938, County United States

7. Directors:  
Larry D Leist, 237 North Highway 180, Springerville, AZ 85938, United States  
Katy B. Leist, 237 North Highway 180, Springerville, AZ 85938, United States

8. Statutory Agent:  
8.1 Jackielyn Harrington, 470 South Mountain Avenue, Suite 101, Springerville, AZ 85938

9. Incorporators:  
Larry B. Leist, 237 North Highway 180, Springerville, AZ 85938, United States  
Signature:  
[x] I ACCEPT  
/s/ Larry Leist  
Larry D Leist

Katy B. Leist, 237 North Highway 180, Springerville, AZ 85938, United States  
Signature:  
[x] I ACCEPT  
/s/ Katy B Leist  
Katy B. Leist

Statutory Agent Acceptance  
1. Entity Name: Leist Ranch Supply, Inc.  
3. Statutory Agent Name: Jackielyn Harrington  
[x] The statutory agent is an Individual (natural person).  
Statutory Agent Signature:  
By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.  
By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.  
[x] I accept  
/s/ Jackielyn Harrington  
Jackielyn Harrington 02/23/2013  
[x] Individual as statutory agent: I am signing on behalf of myself as the individual.  
Certificate of Disclosure  
1. Entity Name: Leist Ranch Supply, Inc.  
3. Check only one of the following to indicate the type of certificate:  
[x] Initial (accompanies formation or registration documents)  
4. Felony/Judgment question: Has any person(s) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

4.1 Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate? [No].

4.2 Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? [No].

4.3 Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following:

a. The violation of fraud or registration provisions of the securities laws of that jurisdiction;

b. The violation of the consumer fraud laws of that jurisdiction;

c. The violation of the antitrust or restraint of trade laws of that jurisdiction? [No].

5. Bankruptcy question:

5.1 Has any person(s) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? [No].

Larry D. Leist, 237 North Highway 180, Springerville, AZ 85938, United States  
Katy B. Leist, 237 North Highway 180, Springerville, AZ 85938, United States  
Signature:  
[x] I ACCEPT  
/s/ Larry Leist  
Larry D. Leist

Required: [x] Incorporator - I am an incorporator of the corporation submitting this certificate.  
/s/ Katy B. Leist

85936, UNITED STATES  
8. Statutory Agent:  
8.1 Jackielyn Harrington, 470 South Mountain Avenue, Suite 101, Springerville, AZ 85938

9. Incorporators:  
SEAN P. WILSON, P.O. BOX 866, ST. JOHNS, AZ 85936, UNITED STATES  
Signature:  
[x] I ACCEPT  
/s/ SEAN P WILSON  
SEAN P WILSON  
Statutory Agent Acceptance  
1. Entity Name: SEAN P WILSON MD PC  
3. Statutory Agent Name: Jackielyn Harrington  
[x] The statutory agent is an Individual (natural person).  
Statutory Agent Signature:  
By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.  
By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.  
[x] I accept  
/s/ Jackielyn Harrington  
Jackielyn Harrington 02/19/2013  
[x] Individual as statutory agent: I am signing on behalf of myself as the individual.  
Certificate of Disclosure  
1. Entity Name: SEAN P WILSON MD PC  
3. Check only one of the following to indicate the type of certificate:  
[x] Initial (accompanies formation or registration documents)  
4. Felony/Judgment question: Has any person(s) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

4.1 Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate? [No].

4.2 Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? [No].

4.3 Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following:

a. The violation of fraud or registration provisions of the securities laws of that jurisdiction;

b. The violation of the consumer fraud laws of that jurisdiction;

c. The violation of the antitrust or restraint of trade laws of that jurisdiction? [No].

5. Bankruptcy question:

5.1 Has any person(s) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? [No].

SEAN P. WILSON, P.O. BOX 866, ST. JOHNS AZ 85936, UNITED STATES  
Signature:  
[x] I ACCEPT  
/s/ SEAN P WILSON  
SEAN P WILSON 02/20/2013  
Required:  
[x] Incorporator - I am an incorporator of the corporation submitting this certificate.

Published in the White Mountain Independent  
June 4, June 7, June 11, 2013  
WMI 7568 T, A, 3x, 6/4, 6/7, 6/11/13

PUBLIC HEARING  
The Apache County Board of Supervisors will hold a public hearing to consider and possibly approve a User Fee Schedule for the Round Valley Rodeo Grounds during the Apache County Board of Supervisors meeting on June 18, 2013 at 8:30 a.m., 75 West Cleveland Street in St. Johns, Arizona.

Published in the White Mountain Independent  
June 4, June 7, June 11, June 14, 2013  
WMI 7566 T, A, 4x, 6/4, 6/7, 6/11, 6/14/13

**FISCAL YEAR  
2013-2014  
PERSONNEL ACTION ITEMS**

**June 12, 2013**

**FINAL DRAFT**

(18)

## District I

|               |             |               |          |             |
|---------------|-------------|---------------|----------|-------------|
| Salary Change | Norman Claw | Fleet Manager | Range 28 | \$27,813.44 |
|---------------|-------------|---------------|----------|-------------|

Request authorization to create new position of Fleet/Safety/Training Coordinator and to promote Norman Claw into this position with an increase in salary of \$3,000.00 to \$30,813.44. Funding will be paid through H.U.R.F.

|               |               |                            |          |             |
|---------------|---------------|----------------------------|----------|-------------|
| Salary Change | Gloria Bowman | Administrative Coordinator | Range 38 | \$33,224.35 |
|---------------|---------------|----------------------------|----------|-------------|

Request authorization to increase Gloria Bowman's salary by \$3,000.00 to \$36,224.35. Funding will be paid through H.U.R.F.

|               |            |                            |          |             |
|---------------|------------|----------------------------|----------|-------------|
| Salary Change | Lena Clark | Administrative Coordinator | Range 38 | \$37,746.74 |
|---------------|------------|----------------------------|----------|-------------|

Request authorization to increase Lena Clark salary by 1%. This would result in an increase of \$377.46 to \$38,124.20. Funding will be paid through H.U.R.F.

## District II

|               |                |                          |          |             |
|---------------|----------------|--------------------------|----------|-------------|
| Salary Change | Christiane Tso | Field Operations Manager | Range 46 | \$40,483.80 |
|---------------|----------------|--------------------------|----------|-------------|

Request authorization to increase Christiane Tso's salary by \$3,000.00 to \$43,483.80. Funding will be paid through H.U.R.F.

|               |             |                            |          |             |
|---------------|-------------|----------------------------|----------|-------------|
| Salary Change | Kirk Arviso | Administrative Coordinator | Range 38 | \$33,888.84 |
|---------------|-------------|----------------------------|----------|-------------|

Request authorization to increase Kirk Arviso's salary by \$3,000.00 to \$36,888.84. Funding will be paid through H.U.R.F.

## District III

|                   |              |                          |          |             |
|-------------------|--------------|--------------------------|----------|-------------|
| Position Creation | New Position | Roads Manager (Dist III) | Range 59 | \$54,441.00 |
|-------------------|--------------|--------------------------|----------|-------------|

Request authorization to create this position on table 3 and to hire at the beginning of the range. Funding will be paid through H.U.R.F.

|                     |         |                                  |          |             |
|---------------------|---------|----------------------------------|----------|-------------|
| Position Conversion | Vacancy | Road Worker III (St. Johns Yard) | Range 34 | \$29,365.00 |
|---------------------|---------|----------------------------------|----------|-------------|

Request authorization to convert the currently vacant Road Worker III to a Crusher Operator III (range 34). Funding will be paid through H.U.R.F.

Position Conversion                      Vacancy                      Equipment Mechanic II (R.V. Yard) Range 29                      \$25,954.00  
Request authorization to convert the currently vacant Equipment Mechanic II to a Road Worker III (range 34). This action will result in a cost of \$3,411.00. Funding will be paid through H.U.R.F.

### Attorney

Salary Change                      Brian Hounshell                      Investigator                      Range 46                      \$41,288.00  
Request authorization to increase Brian Hounshell's salary by \$8,078.00 to \$49,366.00 per year. Funding will be paid through non-general fund monies.

### Assessor

Position Authorization                      New Position                      Appraiser Apprentice                      Range 22                      \$21,835.00  
Request authorization to hire an Appraiser Apprentice at the beginning of the range.

### Treasurer

Position Authorization                      New Position                      Senior Accountant                      Range 52                      \$45,799.00  
Request authorization to hire John Smith in this position at 32 hours per week at a salary of \$22.02 per hour.

Position Conversion                      New Funding                      Client Service Rep II                      Range 24                      \$22,940.00  
Request authorization to hire create and hire a Client Service Rep II at the beginning of the range. Funding available with Accountant position elimination.

Position Elimination                      Funding Use Elsewhere                      Accountant                      Range 49                      \$42,529.00  
Request authorization to eliminate the currently vacant Accountant position and use the funding for the two new positions.

## **Human Resources**

Salary Change                      Sandi Pigg                      P/T Administrative Assistant I                      Range 22                      \$10,917.50  
Request authorization to increase Sandi Pigg's salary by \$545.88 to \$11,463.37. Funding will be through general fund monies.

## **Information Technology**

Position Authorization                      New Position                      Network Administrator I                      Range 50                      \$43,593.00  
Request authorization to hire a Network Administrator at the beginning of the range. Position to be shared between the Assessor's & Treasurer's Office. Request is made for these offices and the employee will be supervised by I.T.

## **Building & Maintenance**

Salary Change                      R.D. Stradling                      Director                      Range 50                      \$48,550.89  
Request authorization to increase R.D. Stradling's salary by \$2,427.55 to \$50,978.43. Funding will be through general fund monies.

## **Finance**

Salary Change                      Ryan Patterson                      Director                      Range 68                      \$76,284.78  
Request authorization to increase Ryan Patterson's salary by \$3,814.23 to \$80,099.02. Funding will be through general fund monies.

## **Sheriff**

Position Creation                      New Position                      Equipment Specialist                      Range 30                      \$26,603.00  
Request authorization to create this position on table 3 and to hire at the beginning of the range.

Salary Change                      Brannon Eagar                      Chief Deputy                      Range 63                      \$67,137.73  
Request authorization to increase Brannon Eagar's salary by \$4,000.00 to \$71,137.73. Funding will be through general fund monies.

Salary Change                      Webb Hogle                      Commander                      Range 56                      \$51,059.54  
Request authorization to increase Webb Hogle's salary by \$4,000.00 to \$55,059.54. Funding will be through general fund monies.

Salary Change                      Roscoe Herrera                      Commander                      Range 56                      \$51,059.54  
Request authorization to increase Webb Hogle's salary by \$4,000.00 to \$55,059.54. Funding will be through general fund monies.

Salary Change                      Lance Spivy                      Commander                      Range 56                      \$50,554.00  
Request authorization to increase Lance Spivey's salary by \$4,000.00 to \$54,554.00. Funding will be through JAG monies.

### **Sheriff/Jail District**

Salary Change                      Michael Cirivello                      Commander                      Range 56                      \$50,554.00  
Request authorization to increase Michael Cirivello's salary by \$4,000.00 to \$54,554.00. Funding will be through Jail District monies.

Position Authorization                      Switch Positions                      Dispatch Supervisor                      Range 47                      \$40,480.00  
Request authorization to activate the Dispatch Supervisor position on table 3 and to hire at the beginning of the range. This action will eliminate an existing vacant Dispatcher position. This action will result in an additional cost of \$13,877.00.

Position Authorization                      Switch Positions                      Detention Sergeant (Admin)                      Range 39                      \$33,224.00  
Request authorization to create an Administrative Detention Sergeant position and to hire at the beginning of the range. This action will eliminate the existing vacant Detention Lt. position. The action will result in a savings of \$12,575.00.

Position Authorization                      Switch Positions                      Facilities & Const Worker I                      Range 20                      \$20,782.00  
Request authorization to create a Facilities & Const Worker I position and to hire at the beginning of the range. This action will eliminate one existing vacant Detention Officer position. This action will result in a savings of \$5,821.00.

### **Health District**

Promotion                                      Diane Samarin                                      Clinical Svc Div Mgr                                      Range 56                                      \$50,554.00  
Request authorization to promote Diane Samarin to Director or Nursing at a range 58 and increase salary by \$2,559.00 to \$53,113.00.

### **Library District**

Hours Change                                      Concho Library                                      PT Library Specialist I                                      Range 16                                      \$ 5,648.39  
Request authorization to increase the weekly hours worked from 12 to 19. This will result in an annual cost increase of \$3,294.20.

Hours Change                                      Sanders Library                                      PT Library Specialist I                                      Range 16                                      \$ 7,531.19  
Request authorization to increase the weekly hours worked from 16 to 19. This will result in an annual cost increase of \$1,412.10.

### **Probation Services**

Salary Change                                      Tim Orona                                      Asst. Dir Juv. Probation                                      Range 53                                      \$50,277.02  
Request authorization to increase the salary of Tim Orona by 1% for a new salary of \$52,810.98. This will result in an increase of \$522.88.

Salary Change                                      Seth Slade                                      Field Supervisor Adult Prob                                      Range 45                                      \$38,530.00  
Request authorization to increase the salary of Seth Slade by 1% for a new salary of \$40,471.91. This will result in an increase of \$400.71.

### **Schools Consortium**

Position Creation                                      New Position                                      F/T 40 Admin Asst I                                      Range 22                                      \$21,835.00  
Request authorization to hire a Part Time Admin Asst. I at the beginning of the range.

**Puerco Valley Justice Court**

Salary Change Charli Anderson Constable Range N/A \$10,000.00  
Request authorization to increase the salary of Charli Anderson by 50% for a new salary of \$15,000.00.

**Round Valley Justice Court**

Working Hour Increase Terry Busby P/T 19 hr Justice Crt Clk III Range 22 \$10,371.62  
Request authorization to return Terry Busby back to full time.

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chino, AZ 86505

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

BARRY WELLER  
VICE-CHAIR OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003



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

RESOLUTION 2013-\_\_\_\_\_

**SUPPORTING THE FULL AND PRESENT IMPLEMENTATION  
OF THE TRANSFER OF PUBLIC LANDS ACT or,  
SUPPORTING THE TIMELY TRANSFER OF PUBLIC LANDS TO STATE.**

**WHEREAS**, at statehood, the federal government promised all states that it would transfer title to the public lands within the newly created states; and

**WHEREAS**, the U.S. Supreme Court has called these promises "solemn compacts," "bilateral agreements," and "trusts" that must be performed "in a timely fashion"; and

**WHEREAS**, Arizona and the other western states are still waiting for the federal government to honor to them the same promise it made and kept with all states east of Colorado; and

**WHEREAS**, states like Illinois, Missouri, Indiana, Florida, Louisiana, Arkansas, Alabama, Mississippi were once as much as 90% federally controlled for decades; and

**WHEREAS**, these "western states" (as they called themselves at the time) succeeded in compelling the federal government to transfer their public lands because they understood the historical duty of the federal government to dispose of the same, and they banded together and refused to be silent or take "No" for an answer because federally controlled public lands prevented them from (i) generating tax revenues to educate their children, (ii) growing their economies, (iii) caring for their lands, and (iv) responsibly utilizing their abundant natural resources. (See, [www.AmericanLandsCouncil.org](http://www.AmericanLandsCouncil.org) for more information); and

**WHEREAS**, despite the fact that the promise is the same to dispose of the public lands upon being admitted as states, states east of Colorado have less than 5% federally controlled lands, while the Western States (excluding Hawaii) have more than 50% federally controlled lands; and

**WHEREAS**, in the current western states, excluding Hawaii, the federal government controls nearly 75% of our lands and 86% of Apache County; and

**WHEREAS**, in 1976, Congress changed its "policy" regarding our public lands (Federal Lands Policy Management Act, or FLPMA) to retain public lands in federal ownership – ignoring the 200-year-old obligation of Congress to transfer title to our public lands;<sup>1</sup> and

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<sup>1</sup> See, *A Legal Overview of Utah's H.B. 148 – Transfer of Public Lands Act* by Professor Donald Kochan,

**WHEREAS**, this “policy” change by Congress has failed western communities and schools, forest health, wildlife preservation, watershed management, and jobs and the economy, both locally and nationally; and

**WHEREAS**, withdrawals of public lands from use and economic activity, through such federal action as monuments and wilderness designations, constricts the value of School Trust Lands and reduces the funds available for educating our children; and

**WHEREAS**, state and local government officials have a crucial responsibility derived from the 10<sup>th</sup> Amendment to the U.S. Constitution, to manage our abundant lands and resources strategically and prudently for the health, safety and welfare of our citizens; and

**WHEREAS**, in the 2012 session, the Utah House and Senate passed by supermajorities the Transfer of Public Lands Act and Joint Resolution on Federal Transfer of Public to establish the framework and a deadline for the orderly transfer of federal public lands to the State of Utah; and

**WHEREAS**, under the Transfer of Public Lands, federal public lands will become state public lands to be managed through local planning for the multiple-use (including traditional uses like hunting, fishing, recreation, grazing, open space, economic activity, etc.) and the sustained yield of our abundant natural resources on state public lands; and

**WHEREAS**, the Transfer of Public Lands would not be used in any way that would change or effect preexisting water rights, grazing allotments, National Parks, Tribal Lands, Tribal Reserved Lands, and adjudicated water rights.

**WHEREAS**, the Transfer of Public Lands Act has received broad support from the governors, state attorneys general, state legislators, members of many Western congressional delegations, multiple counties, and other public officials, and private individuals and organizations throughout the western states and beyond (even the South Carolina House of Representatives passed a resolution in support of the transfer of public lands to willing western states); and

**WHEREAS**, the implementation of the Transfer of Public Lands Act will require the persistent and relentless efforts of counties and their citizens, giving guidance, encouragement and support to governor, attorneys general, legislatures along with the unwavering support of local governments and public and private individuals and organizations.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF APACHE COUNTY** wholeheartedly supports the passage of the Transfer of Public Lands Act in all states of the union, in order to hold the federal government to its long-overdue promise to transfer title to public lands to the State, to protect the State's public education system and economic vitality, and to preserve the important historical and cultural contribution that our public lands provide to the State and the nation.

**BE IT FURTHER RESOLVED THAT** the Board of Supervisors of Apache County calls upon its fellow towns, cities, and counties to do all in their power and influence to support western states elected officials, including particularly the governor, attorney general, legislature, congressional

delegation and county commissioners to exert their utmost abilities, influence and authority to fully implement the Transfer of Public Lands Act and secure the transfer of our public lands to the State, with time being of the essence.

PASSED, APPROVED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Tom M. White, Jr.  
Chairman

ATTEST:

\_\_\_\_\_  
Delwin Wengert  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

June 4, 2013  
St. Johns, Arizona

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

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

Barry Weller offered the invocation.

Judith Pepple led the Pledge of Allegiance.

Chairman White called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval to reduce the salary of the Public Health Emergency Preparedness Division Manager from range 56 (\$50,554-\$75,831) to range 53 (\$46,944-\$70,417) and the position is currently vacant and the salary is paid from grant funds. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

There was no one wanting to address the Board during Call to the public

Chief Deputy Sheriff Brannan Eagar requested the item of a public hearing for possible approval of an updated Apache County Outdoor Fire Ordinance be removed from the agenda. Chairman White removed the item.

Mr. Wengert requested approval of a Special Event Liquor License Application recommendation for Ann Avenenti, Corporal Joe McCarthy – American Legion Auxiliary, for a Battle of the Bands event located at the Concho Lions Club Park, Concho, Arizona on July 6, 2013. **Mr. Weller moved approval, seconded Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of a Liquor License Extension of Premises/Patio Permit Application recommendation for John May, Ye Old Tavern for the 15<sup>th</sup> Annual Worm Races in Alpine, Arizona on July 6, 2013. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented the Consent Items A-C. Mr. Shirley moved approval, seconded by Mr. Weller. County Manager/Clerk of the Board: A. Request approval of minutes dated May 21, 2013. B. Request approval of demands dated May 21, 2013 to June 4, 2013. Demands are payments made by the County. Specific details of the Demands may be requested through the County public record request process. Payee Amount VERITAS RESEARCH CONSULTING 4,373.46 WILSON, MICHAEL J 2,340.00 APACHE COUNTY MEDICAL 142,223.00 APACHE COUNTY TAX WITHHOLDING 126,621.42 AZ STATE RETIREMENT SYST\ 77,741.25 COLONIAL LIFE AND ACCIDENT INS 1,100.36 CORRECTIONS OFFICER RET PLAN 7,527.08 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,868.66 MERITAIN HEALTH FLEXIBLE SPENDING 1,304.20 MUTUAL OF OMAHA 1,187.53 NATIONWIDE 1,515.00 PUBLIC SAFETY PERSONNEL 401 12,135.07 PUBLIC SAFETY SHERIFF RET 23,781.26 SECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT CLEARING HOUSE 2,579.21 ADHS AZ HEALTH CARE COST 22,400.00 AMIGO CHEVROLET 1,636.60 ARIZONA DEPARTMENT OF WATER RESOURCES 6,000.00 AUTO SAFETY HOUSE LLC 1,996.66 AVAYA COMMUNICATIONS 1,381.19 AZ SUPREME COURT 1,200.00 BAUMAN HOME AND AUTO INC 1,664.49 BERGE FORD INC 110,051.96 BLUE HILLS ENVIRONMENTAL 1,291.52 BRADCO 5,686.34 BURNHAM MORTUARY 1,658.04 CARDIAC SCIENCE CORPORATION 1,092.59 CLYDE, VICTOR J 1,555.50 CREATIVE PRODUCT SOURCE INC 2,447.60 DELL COMPUTER CORPORATION 2,459.25 FLYNN, LARRY A 2,700.00 FOUR CORNERS WELDING & GAS SUPPLY 2,994.20 FRONTIER 5,256.82 HATCH CONSTRUCTION 4,515.76 HIGHWAY TECHNOLOGIES INC 3,449.10 HILLYARD INC 1,509.47 INGRAM LIBRARY SERVICES 8,501.11 KWKM POWER 95.7 1,462.68 LAWSON PRODUCTS INC 1,986.65 NAVAJO NATION WATER CODE ADMIN 1,369.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,800.46 NAVAJO TRIBAL UTILITY AUTHORITY 2,260.96 NAVOPACHE ELECTRIC COOPERATIVE 3,219.01 OFFICE DEPOT 1,150.82 OVERDRIVE INC 2,082.49 PATTERSON, DANA BRYCE 8,500.00 QUILL CORP 3,556.41 SMITH, JOHN R 2,880.00 THE GUIDANCE CENTER 1,725.00 TJP COMMUNICATIONS 2,360.00 UNIVERSAL FLEET CARD 1,204.86 WOODLAND BUILDING CENTER 1,872.58 YOUNG, JOSEPH 7,770.00 ST JOHNS/CONCHO SENIOR CITIZENS ASSOC 1,500.00 MCDANIEL, RONALD D 4,907.69 AMAZON COM INC 2,106.18 ASHTON'S REPAIR INC 4,475.75 CHEVRON USA INC 1,205.59 COMMUNITY COUNSELING CENTERS INC 1,020.00 COURTESY CHEVROLET 28,651.72 DIAMOND DRUGS INC 1,665.52 DOYLES AUTO BODY INC 2,286.66 EMPIRE MACHINERY 2,183.15 FRONTIER 1,795.17 GMCO CORPORATION 46,166.02 GOLIGHTLY TIRE 1,468.31 GRAVES PROPANE CO INC 1,465.13 INGRAM LIBRARY SERVICES 1,748.20 KATHLEEN M MCGUIRE PSY D LLC 2,575.00 LAW OFFICE OF MARSHA GREGORY 8,500.00 NAVOPACHE ELECTRIC COOPERATIVE 1,352.83 NEWMAN SIGNS INC 1,267.25 NORCHEM DRUG TESTING LABORATORY 2,023.26 RIGG LAW FIRM PLLC 1,600.50 SOUTHWEST TRANSMISSION OF SHOW LOW 1,684.97 ST JOHNS CITY 6,892.24 STAPLES CREDIT PLAN 1,811.60 VEHICLE LIGHTING SOLUTIONS INC 1,536.61 VERITAS RESEARCH CONSULTING 1,923.54 VERIZON WIRELE 3,098.98 WATCH SYSTEMS LLC 7,500.00 WOODLAND BUILDING CENTER 1,371.62 YOUNGS FUTURE TIRE 1,283.04 TPX ENTERPRISES 1,006.25 TYLER TECHNOLOGIES 75,010.58 Personnel Items: C. District II: Request authorization to convert the currently vacant full time Administrative Assistant III (range 30) to a part time (24 hours per week) Administrative Coordinator (range 38) and fill the vacancy. Vote was unanimous.

Angela Romero, Election Director, requested approval of the Canvass of the May 21, 2013 Special Election. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Lyle Lefevre, Information Technology Director, requested approval to enter into a Service Agreement with Frontier Communications to provide upgraded network communications. Mr. Lefevre stated that the new service is to include internet access to the Round Valley Annex, Ganado, St. Johns, Chinle and Ft. Defiance. Mr. Weller and Mr. Lefevre held a discussion regarding the costs and the other proposals that were reviewed. Ben Dugdale with the IT Department provided an overview on how the upgraded network would increase the internet services. A discussion was held regarding utilizing video conferencing in the future and to be able to do that, the service up north needed to be improved. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chairman White provided notification of the Northern Arizona Council of Governments (NACOG) meeting on June 27, 2013 at 10:00 a.m. at the High Country Conference Center, 201 West Butler Avenue, Flagstaff, Arizona. No action was needed or taken.

Mr. Wengert presented the item for discussion and possible direction regarding the 2013-2014 Budget. Ryan Patterson, Finance Director provided an overview of the proposed budget. Mr. Patterson stated that the overall budget last year was 51.5 million and this year it is reduced to 50.5 million. A discussion was held regarding the list of personnel actions items that would be included in the budget. Mr. Weller stated that he is concerned with the long term effects to the taxpayers not knowing the future of the economy and being that both Mr. Patterson and he are LDS and don't wager, they do have differences of opinion on where things might be a year from now. Mr. Weller stated that he is of one opinion that the economy will not be in good shape and is very concerned and asked that for District III, on his personnel action items, he requested the Administrative Coordinator be removed as well as the temporary Secretaries. Mr. Weller stated that he can't see impacting the general fund with his activities and asked every department to consider the impact to the general fund very carefully as we go forward because in his opinion, the economy is extremely unstable. Mr. Patterson stated that he will make the necessary adjustments to Mr. Weller's budget to reflect the eliminated positions. A discussion was held regarding the personnel actions items and the need for additional manpower in the Assessor and Treasurer offices. A discussion was held regarding the proposed cost of living increase for the employees. Mr. Wengert stated that the Board will consider approving the tentative budget at the June 18<sup>th</sup> meeting. Mr. Weller stated that he will be traveling during the June 18<sup>th</sup> meeting so he would like to meet with Mr. Patterson, Ms. Houston and Mr. Wengert prior to that meeting to go over any last minute modifications to the budget. Recorder Lenora Johnson addressed the Board and encouraged them to approve the cost of living increases and asked if Mr. Wengert, Ms. Houston and Mr. Patterson would work with her on her budget because she needs some additional funding for a project she is working on with the Navajo Nation. Mr. White stated that what is the table is an across the Board increase of 4% for all employees and he would rather see those employees over 50,000 get 3% and those below that get 4% and would like to see those numbers calculated and provided before the next meeting. Mr. Patterson stated that he will calculate whatever the Board directs him to do. Mr. Shirley stated that he would rather see a 4% across the Board increase for all employees; that there are employees who have student loans and have worked very hard to acquire their education and thinks the budget can handle those

increases. Chief Deputy Sheriff Eagar stated that years ago the County did the varying percentages to employees and that reduced the distance with the pay structure between sergeants and commanders; that since the commanders are exempt, they don't make overtime and those increases closed the gap so much between the employees that the sergeants ended up at the end of the year making more money than the commanders because the sergeants are eligible for overtime. Chief Eagar stated that the varying pay increase messes up the pay grades within the Sheriff's Office. No action was needed or taken.

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

Approved this 18<sup>th</sup> day of June, 2013.

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Tom M. White, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

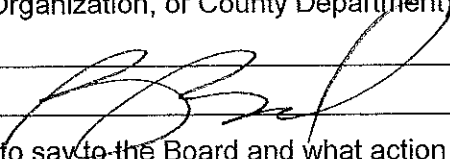
**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature:



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

**PRE-AGENDA ITEM REVIEW**

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

**BOARD ACTION TAKEN**

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

**THE NAVAJO NATION**



**BEN SHELLY PRESIDENT  
REX LEE JIM VICE PRESIDENT**

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June 10, 2013

Mr. Barry Wheeler  
Apache County Supervisor, District III  
Post Office Box 428  
75 West Cleveland  
St. Johns, Arizona 85936

Dear Mr. Wheeler:

Apache County – District III assists Nahata Dziil Senior Center financially with short falls the center encounters on annual basis. Therefore, I am requesting for the following assistance to be purchase.

With our telephone conversation in the past and as stated in your letter written to my attention; it states funding is only for food or pertaining to food. Attached is another quotation from Nor-Kem Distributors for the amount of is Seven Hundred Eighty-Four Dollars and Sixty-Six Cents (\$784.66).

On behalf of the elders, I am requesting to have Apache County purchase the following supplies with the annual financial assistance.

If you have any questions, please do not hesitate to call me at (928) 688-3373.  
Thank you in advance

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mabel Blacksheep".

Mabel Blacksheep  
Supervisor  
Nahata Dziil Senior Center





BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 6/5/13

Signature: *[Handwritten Signature]*

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

Request authorization to: Extend the Temporary Employment of Mae Clark for an additional 180 days part time Administrative Assistant II 19 hours per week utilizing the Recorder's Surcharge Fund

Date & Time Needed: BOS meeting on 06/18/13

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

Legal Review: Joe Young has reviewed and signed off \_\_\_\_\_

Signature: see attached email \_\_\_\_\_

IT Review: \_\_\_\_\_

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

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

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

Engineering Review: \_\_\_\_\_

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

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

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

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

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_



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

Submitter's Name: Recorder's Office

Date: 6/5/13

Signature: *[Handwritten Signature]*

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

Request authorization to: Extend the Temporary Employment of Betty Coplan for an additional 180 days part time clerk 19 hours per week utilizing the Recorder's Surcharge Fund

Date & Time Needed: BOS meeting on 06/18/13

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

Legal Review: Joe Young has reviewed and signed off \_\_\_\_\_

Signature: see attached email

IT Review: \_\_\_\_\_

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

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

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

Engineering Review: \_\_\_\_\_

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

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

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

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

**BOARD ACTION TAKEN**

//Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 6/5/13

Signature:

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

Request authorization to: Extend the Temporary Employment of Tracy Candelaria for an additional 180 days part time Administrative Assistant II 19 hours per week utilizing the Recorder's Surcharge Fund

Date & Time Needed: BOS meeting on 06/18/13

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

Legal Review: \_Joe Young has reviewed and signed off \_\_\_\_\_

Signature: sec attached email \_\_\_\_\_

IT Review: \_\_\_\_\_

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

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

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

Engineering Review: \_\_\_\_\_

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

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

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

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

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: \_\_\_\_\_

Signature Clerk of Board



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

**Submitter's Name:** Apache County District One

**Date:** MAY 28 2013 **Signature:** [Handwritten Signature]

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

District One requesting authorization to remove Patrick Sandoval from probationary status effective July 2, 2013 with the 2.5% end of probation increase.

**Date & Time Needed:** July 2, 2013

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

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

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

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

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

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

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

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

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

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

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

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

**BOARD ACTION TAKEN**

**//Approved / /Disapproved / /Deleted / /Continued to:** \_\_\_\_\_

**Signature Clerk of Board**



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District I

Date: 06/18/13

Signature: *Patrick Semel*

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

Request authorization to convert the position of Civil Engineering Tech II (Range 42) to Civil Engineering Aide II (Range 29). This action will result in a savings of \$9,824.00 to the county.

Date & Time Needed: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board



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

**Submitter's Name:** District II

**Date:** 06/18/13      **Signature:** Per Supervisor Tom White (Telephonic)

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

Request authorization to hire a Temporary Operations Manager (Range 42) at \$17.20 per hour for a period of 90 days.

**Date & Time Needed:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**BOARD ACTION TAKEN**

**//Approved / /Disapproved / /Deleted / /Continued to:** \_\_\_\_\_

**Signature Clerk of Board**

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

date/time stamp

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

*6/11/13*

*Dist II*

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

*per Mr. White*

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

*Temporary ROAD worker IP NTC 90 days*

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

**PRE-AGENDA ITEM REVIEW**

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

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

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

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

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

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

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

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

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

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

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

Reviews completed, item approved for Agenda.

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

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

\_\_\_\_\_ Signature Clerk of Board \_\_\_\_\_

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

**Community Development Department**

Date: 5/29/12 Signature:



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

Consideration and possible approval of a request to waive the permit fee for a Temporary use permit for Greer Civic Assoc. a nonprofit organization to hold Greer Days an annual community event in Greer June 14-16, 2013

Date and/or Time Needed: \_\_6/18/13 (consent item)

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**PRE-AGENDA ITEM REVIEW**

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

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

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

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

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

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

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

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

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

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

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

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

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**BOARD ACTION TAKEN**

**/ / Approved / / Disapproved / / Deleted / / Continued to: \_\_\_\_\_**

---

**Signature of Clerk of the Board: \_\_\_\_\_**

# BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

Date/Signature: Ada Guinn 6/10/13

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

The Probation Department would like to appoint Ryan Patterson, Director of Finance, as the Chief Fiscal Officer for both the Adult & Juvenile Divisions in accordance with the AZ Code of Judicial Administration, Part 6 Probation, Sections 6-206 & 6-301.

Date & Time Needed:

## PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

## BOARD ACTION TAKEN

Approved  Disapproved  Deleted  Continued to: \_\_\_\_\_

\_\_\_\_\_  
Signature, Clerk of the Board

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

date/time stamp

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

Engineering

Date/Signature: 5/29/13 Jamie Krum

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

Request approval to continue ~~with~~ contract with ADWR for  
Alert gages for two more years at the cost of \$6K/yr.  
Approval of Contract Amendment total \$12,000

IGA(2012-2913 IGA) BOS Meeting Date Requested 6-18-13

**PRE-AGENDA ITEM REVIEW**

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

Legal Review: sent to CA for review. 6/4/13 (JK)

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 \_\_\_\_\_

## Tamie Herrick

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**From:** Robert Toy [robert.toy@cox.net]  
**Sent:** Tuesday, June 04, 2013 9:57 PM  
**To:** Tamie Herrick  
**Cc:** Ferrin Crosby  
**Subject:** ADWR Wallow Fire Gauges IGA 2-Year Extension  
**Attachments:** 2913 01 Amendment 2013.docx; Apache County Alert Gauges Recommendation.doc; 2012Apache County FloodWarningIGA draft.doc

Tamie:

My apologies for any earlier confusions on this IGA with ADWR for the Wallow Fire Flood Warning Gauges.

Enclosed are three documents:

- 1) Executive Summary with Engineering Recommendation to extend the IGA another 2 years;
- 2) The original 2012 IGA between Apache County Flood Control District and ADWR
- 3) Proposed 2013 IGA Amendment that will extend the IGA another 2 years.

After talking to ADWR, they lost their agency attorney, so they feel it will be much more time consuming (several months) if we try to start another IGA. The Amendment simply extends the IGA, which they say is a lot easier for them, and they can execute this immediately. (Our original IGA expires June 30th of this year.)

So, if you haven't already sent the 2013 IGA I sent earlier today, please discard that, and request review of the Amendment. To make it easier, I've bundled everything together in this e-mail.

Thanks for all your help,  
Rob

Robert C. Toy, P.E.  
Principal  
CMI  
(602) 485-1862 (VOX)  
(602) 485-1865 (FAX)

## CONTRACT AMENDMENT

STATE OF ARIZONA  
DEPARTMENT OF WATER RESOURCES  
3550 North Central Avenue, Suite 200  
Phoenix, Arizona 85012

Contract No. 2012-2913IGA

Amendment No. 1

Procurement Officer: Marie Horn

The above referenced Contract is amended as follows:

Page 1, "Term," **STRIKE**, "This Agreement is effective upon execution by all parties and shall continue in full force and effect through June 30, 2013."

**INSERT**, "This Agreement is effective upon execution by all parties and shall continue in full force and effect through June 30, 2015."

Page 1, "Amount," **STRIKE**, "The District shall contribute \$6,000 to the Flood Warning System Fund established by A.R.S. § 45-1503."

**INSERT**, "The District shall contribute \$12,000 to the Flood Warning System Fund established by A.R.S. § 45-1503."

Page 8, "C. TERM," **STRIKE**, "The Agreement shall be effective through June 30, 2013."

**INSERT**, "The Agreement shall be effective through June 30, 2015."

Page 8, "E. PAYMENT," **STRIKE**, "Upon execution by all Parties, the District shall make payment stated herein by making a \$6,000 contribution to the Flood Warning System Fund established by A.R.S. § 45-1503."

**INSERT**, "Upon execution by all Parties, the District shall make payment stated herein by making a \$6,000 contribution to the Flood Warning System Fund established by A.R.S. § 45-1503. The District shall make an additional contribution of \$6,000 to the Fund during year two of the Agreement."

All other provisions of the Contract shall remain in their entirety. Vendor hereby acknowledges receipt and understanding of above amendment.

APACHE COUNTY FLOOD CONTROL DISTRICT

ARIZONA DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Signature of Authorized Individual      Date

\_\_\_\_\_  
Signature of Authorized Individual      Date

\_\_\_\_\_  
Typed Name

Sandra A. Fabritz-Whitney

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Director

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Typed Title

## **Executive Summary**

### **Recommendation to Renew Wallow Fire Flood Warning Gauges**

#### **Background**

In 2011, during the Wallow post-fire emergency recovery operations, the Arizona Department of Water Resources (ADWR) installed early warning precipitation gauges in watersheds showing severe adverse affect as a result of the fire. The gauges provided expanded coverage into Apache County of the existing statewide flood warning network. Funding for the installation and connection of the gauges was provided by ADWR's emergency funding.

#### **Current Agreement**

Apache County signed an inter-agency agreement (IGA) on June 30, 2011, for a period of 2 years, at a cost of \$6,000 per year. The funds were used to cover the costs of maintenance of the gauges installed in Apache County, and to participate in the Arizona Flood Warning System. These costs are consistent with the amounts paid by other counties to participate in the system, for a similar number of gauges. The current agreement expires June 30, 2013.

#### **Use of the Gauges**

The ADWR early warning gauges serve to provide focused coverage upstream in watersheds significantly impacted by the Wallow Fire, where the gauges could be located and provide communication back to the network. The County also made use of federal funding to supplement this system through USGS satellite-based precipitation and streamflow gauges in areas not covered by the ADWR early warning gauges. Together, the two types of gauges provide advance warning upstream of populated areas. The scientific data is also used to assist in assessing how the forest is recovering from the fire. All the gauges are linked into the statewide system, monitored by the National Weather Service (NWS), National Oceanic and Atmospheric Administration (NOAA) and other state and federal agencies to monitor weather patterns and specific storm characteristics. NOAA and NWS in turn notify emergency responders should the gauges indicate unusually high precipitation or stream flow. The costs paid for the gauges offsets the expense of trained personnel and equipment to perform annual maintenance. The costs also provide Apache County participation in the statewide inter-agency Flood Warning Task Force, which meets quarterly and during the monsoon season to receive the latest information and revised seasonal predictions.

#### **Recommendation**

Engineering, with the technical support of the USFS, ADEM, ADWR, USGS, NOAA, NWS based on similar post-fire recovery efforts, recommends that the Board renew the ADWR maintenance contract, thus leaving the gauges in place for an additional 2 years, at a cost of \$6,000 per year. In 2015, the County may wish to review if the gauges are still necessary, as the forest recovers. Engineering has reviewed the scope of work, and finds the costs are usual, customary, and reasonable for maintaining the gauges. The gauges provide an additional measure to help protect the lives and property of the residents of Apache County.



CONTENTS PAGE

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THIS AGREEMENT CONSISTS OF:

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| 3. GENERAL PROVISIONS                  | 3               |
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| B. Effective Date and Term             | 6               |
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| E. Service Activity                    | 7               |
| 6. LEGAL DETERMINATION                 | 8               |

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GENERAL PROVISIONS

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1. DEFINITIONS:

- 1.1. "Agreement" or "Intergovernmental Agreement" means this Agreement between the Department and the District.
- 1.2. "Arizona Flood Warning System" or "Flood Warning System" means the statewide basic flood warning system developed in cooperation with the federal government and with local entities in accordance with A.R.S. §45-1502 to provide advance notice of potentially damaging flows to communities statewide.
- 1.3. "Contract Officer" means the person designated by the Director to administer this Agreement.
- 1.4. "Director" means the Director of the Arizona Department of Water Resources or a Deputy Director authorized by the Director to act on the Director's behalf.
- 1.5. "Laws" means all applicable state, federal, and local laws, including but not limited to those regarding unemployment insurance, disability insurance and worker's compensation.
- 1.6. "State" means the State of Arizona.
- 1.7. "Technical Administrator" means the person designated by the Department to coordinate the technical aspects of this Agreement between the District and the Contract Officer.

2. GENERAL REQUIREMENTS:

- 2.1. This Agreement shall be interpreted in accordance with Arizona law.
- 2.2. In this Agreement, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Service conflicts with either the Special Provisions or the General Provisions, the terms of the Scope of Service shall govern.
- 2.3. The District and the Department shall each obtain and maintain all licenses, permits and authority necessary for each to perform its obligations pursuant to this Agreement and shall comply with all Laws.

3. RELATIONSHIP OF PARTIES:

Each Party shall act in a capacity independent of the other, and not as an agent, employee, partner, officer, joint venturer or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other Party for any purpose. No monitoring or supervisory responsibility over the District's activities arises on the part of either the Department or the State as a result of, or pursuant to, this Agreement.

4. TERMINATION OR CANCELLATION:

- 4.1. Each Party shall have the right to terminate this Agreement in whole or in part, without cause, by providing the other Party written notice of termination, mailed by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. If the termination is partial, the Parties shall continue to perform those portions of this Agreement that have not been terminated.
- 4.2. Either Party may cancel this Agreement, without penalty or further obligation, pursuant to the terms of A.R.S. §38-511, which provides for cancellations of any contract made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter to the contract.

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GENERAL PROVISIONS

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5. AMENDMENTS:

No amendment of this Agreement shall be effective unless in writing and signed by both Parties.

6. RESOLUTION OF DIFFERENCES:

6.1. The Parties agree to resolve any conflicts to the maximum extent possible through cooperation and coordination of the respective Parties' program staff. In the event that program staff is unable to resolve the differences, the dispute shall be elevated to the Department's Assistant Director, Surface Water Division, and the General Manager, Apache County Flood Control District, for resolution.

6.2. Any lawsuit arising out of this Agreement is subject to arbitration to the extent required by A.R.S. §§12-133 and 12-1518. Disputes arising out of this Agreement are subject to the jurisdiction of the Superior Court of the State of Arizona.

6.3. The waiver of any breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

7. NOTICES:

Whenever notice is required pursuant to this Agreement, such notice shall be in writing and shall be directed to the persons and addresses specified in the Scope of Services or to such other persons and/or addresses as either Party may designate to the other Party in writing. Notice shall be delivered in person or by certified mail, return receipt requested.

8. LEGAL OBLIGATIONS:

This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by all Laws.

9. SEVERABILITY:

The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable Laws, the remaining provisions of the Agreement shall remain in effect without the invalid provision.

10. INSPECTIONS AND AUDIT:

All books, accounts, reports, files and other records of either Party relating to this Agreement shall be upon reasonable advance written notice, subject at all reasonable times to inspection and audit, by either the District or Department representatives and/or other appropriate agents of the State or District at any time during the term of this Agreement and for five (5) years after its completion.

11. SUBCONTRACTS:

The Parties shall require all subcontractors and consultants to comply with the terms and conditions of this Agreement as set forth in the General Provisions, Special Provisions and Scope of Work.

12. NON-DISCRIMINATION:

The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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None

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**SPECIAL PROVISIONS**

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**A. PURPOSE:**

The Department is responsible for operating the Arizona Flood Warning System, the statewide basic flood warning system developed in cooperation with the federal government and with local entities in accordance with A.R.S. §45-1502. This system is an integral part of the statewide system of providing crucial information to local agencies as well as to the National Weather Service allowing for timely storm watches, advisories, and warnings.

The purpose of this Agreement is to:

- To cost share with the Department in the continuing maintenance and operation of the Arizona Statewide Flood Warning System and an ALERT flood warning repeater and gages located in Apache County within the Wallow Fire burn area.

**B. EFFECTIVE DATE AND TERM:**

This Agreement is effective upon the date it is executed by all parties and shall continue in full force and effect through June 30, 2013. The Parties may renew this Agreement on a year-to-year basis by written amendment, until terminated pursuant to Paragraph 4 of the General Provisions.

**C. NOTICES, CORRESPONDENCE AND REPORTS:**

1. Notices, correspondence, reports and payments from the Department to the District shall be sent to:

Delivered:

Apache County Flood Control District  
Attn: Ferrin Crosby, P.E.  
75 West Cleveland Street  
P.O. Box 238  
St. Johns, Arizona 85936  
Phone: (928) 337-7530  
Fax: (928) 337-2062

Mailed:

Apache County Flood Control District  
Attn: Ferrin Crosby, P.E.  
75 West Cleveland Street  
P.O. Box 238  
St. Johns, Arizona 85936

2. Notices, correspondence and reports from the District to the Department shall be sent to:

Contract Officer:

Marie Horn  
Arizona Department of Water Resources  
3550 North Central Avenue, Suite 200  
Phoenix, Arizona 85012  
Phone: (602) 771-8509  
Fax: (602) 771-8686

3. Any invoices, technical reports and inquiries regarding the technical aspects of this Agreement should be sent to:

Technical Administrator:

Brian Cosson (Alternate: Michael Johnson)  
Arizona Department of Water Resources  
3550 North Central Avenue, Suite 200  
Phoenix, Arizona 85012  
Phone: (602) 771-8657  
Fax: (602) 771-8689

SPECIAL PROVISIONS

D. PAYMENT:

The District shall contribute \$6,000 for Fiscal Year 2012 to the Flood Warning System Fund established by A.R.S. §45-1503 upon execution by all Parties.

E SERVICE ACTIVITY:

1. The Department shall continue to operate and maintain the Arizona Flood Warning System and cost share for maintenance of an ALERT flood warning repeater and gage sites located in Apache County that are located in the Wallow Fire burn area. The following is a list of gages with associated ALERT ID numbers:

| Station<br>ALERT ID | Station Name       |
|---------------------|--------------------|
| 0512                | Alpine<br>Repeater |
| 1874                | Hulsey Tank        |
| 1872                | Upper Nutrioso     |
| 1882                | Hay Lake           |
| 1889                | South Fork         |

LEGAL DETERMINATION

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The foregoing Intergovernmental Agreement between the Arizona Department of Water Resources and the Apache County Flood Control District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in proper form and is within the powers and authority granted, under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

Arizona Department of Water Resources

By: \_\_\_\_\_  
David Johnson, Deputy Counsel

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

Apache County Flood Control District

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby

Engineering

Date: 4/6/13 Signature: *Samuel Jesus*

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

Request approval of a contract addendum and change order with Creative Multimedia Inc. for the parcel map project.

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



*Office of  
Apache County Engineer*

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

*fcrosby@co.apache.az.us*

J. Ferrin Crosby, P.E.  
County Engineer

Telephone: 928.337.7528  
Facsimile: 928.337.2062


June 6, 2013

## **Contract Addendum and Change Order**

Apache County, Arizona and Creative Multimedia, Inc., dba CMI Engineering (CMIE) hereby agree to a contract addendum and change order to that certain Consulting Agreement entered into between the parties on or about April 3, 2008. The amendments to the Consulting Agreement approved by this change order are as follows:

- 1.) The total amount of the contract budget is hereby amended to increase by \$80,000. Work will continue to be performed on a Task-Order basis, with pre-approved budget amounts and deliverables for each Task. CMIE will continue to provide detailed project status reports, and documentation on deliverables.
- 2.) The service completion date is hereby extended to June 30, 2014.
- 3.) The additional services to be performed by CMIE under this change order not originally included in the Consulting Agreement are as follows:
  - a.) Development of software tools in support of Parcel Maps, Signs, and Rural Addressing applications
  - b.) Map book updates and merging of multiple split data sources into a common County Data base, incl. technical assistance to County personnel
  - c.) Signs, Rural Addressing, and merging/updating County Transportation Layer
  - d.) Documentation on procedures and policy recommendations for future updates
  - e.) Consultation, compilation of existing data sets, develop plan of work, and on-site training.
- 4.) All other terms and conditions remain the same.

This contract addendum and change order is approved and accepted this \_\_\_\_ day of \_\_\_\_\_, 2013 by:

  
Authorized Representative of CMI

\_\_\_\_\_  
Authorized Representative of  
Apache County

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

date/time stamp

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

**Treasurer's Office**

Date/Signature: MP DeGany 6/4/13

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 an Addendum to the Point and Pay E-Payment Services Agreement signed in December of 2011.**

\_\_\_\_\_ BOS Meeting Date Requested 06/18/2013

**PRE-AGENDA ITEM REVIEW**

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature Clerk of Board \_\_\_\_\_

Addendum

Marlieta Begay/Treasurer Apache County AZ  
75 West Cleveland Rd.  
St. Johns, Arizona 85936

Sub: Addendum to Point & Pay (PNP) Contract

Dear Mrs. Begay,

As per the contract signed by LeNora Fulton 12/14/11, between PNP and Apache County, you are an Affiliate of the Recorder's Office. As a result of that relationship you do not need to sign a separate agreement with PNP. Our current contract is with Apache County AZ and that encompasses all Departments or Affiliates associated with the County. We do need all the appropriate boarding documents and those can be completed with your Sales Executive, Mark Ruis, in order to start the implementation process.

We look forward to doing business with you and the rest of the County soon. If you have any questions, please do not hesitate to contact me at [mevans@pointandpay.com](mailto:mevans@pointandpay.com).

Regards,

Mark Evans

VP of Sales

Point & Pay

**POINT AND PAY**  
**E-PAYMENT SERVICES AGREEMENT**

**Parties:**

Point and Pay LLC ("PNP")  
A subsidiary of NAB, doing business in Delaware

[County of Apache AZ] ("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.4**

**1.1 Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.5 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### 3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### 3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### 3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### 3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## SECTION 4 WARRANTIES; DISCLAIMER

### 4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### 4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

**SECTION 5                    LIMITATIONS OF LIABILITY AND OBLIGATION**

**5.1 Damages and Liability Limit**  
IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**5.2 Refusals of Payment**  
PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

**5.3 Errors and Omissions**  
PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

**5.4 Bank Actions**  
PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

**SECTION 6                    CARDHOLDER DATA SECURITY**  
To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

**SECTION 7                    EXCLUSIVITY**  
Client agrees that PNP will be a non-exclusive provider of fee-based electronic payment services.

**SECTION 8                    TERM AND TERMINATION**

**8.1 Term**  
The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least thirty (30) days prior to the expiration of the applicable Term.

**8.2 In the Event of Breach; Effect on Affiliates**  
**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

**8.3 Modification to or Discontinuation of the Service**  
PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Arizona without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point and Pay LLC  
110 State St. E suite D  
Oldsmar, FL 34751

**MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point and Pay LLC

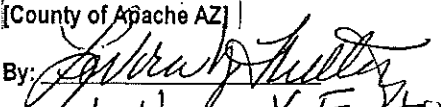
By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

[County of Apache AZ]

By:   
Name: LeNova Y. Fulton

Title: Apache County Recorder

Date: 12/14/11

**Exhibit A**  
**Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

**Service Modules**

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** THE WEB MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** THE IVR MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

**Customer Payment Devices**

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

**Training**

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

**Support**

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B  
Client Bank Account Information

## Amanda McComb

---

**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Monday, June 03, 2013 9:42 AM  
**To:** Amanda McComb  
**Cc:** mbegay73@gmail.com  
**Subject:** RE: Addendum

The agreement and addendum make up a valid contract generally complying with the legal requirements for agreements of its type.

---

**From:** Amanda McComb [amccomb@co.apache.az.us]  
**Sent:** Wednesday, May 29, 2013 4:47 PM  
**To:** Joe Young  
**Cc:** mbegay73@gmail.com  
**Subject:** Addendum

Joe,

We want to change the company we except credit card payments through for tax collection from Official Payments to Point & Pay. The Recorder's Office is already using Point & Pay in their office and I have attached their contract. I have also attached is an addendum to the contract the Recorder's Office signed, so that we can start using this company as well. Do you see anything wrong with the addendum? Do we need to present this to the Board of Supervisors' ?

Thanks,

*Amanda McComb*

Chief Deputy  
Apache County Treasurer's Office  
75 West Cleveland  
P.O. Box 699  
St. Johns, AZ 85936  
(928) 337-7513  
Fax: (928) 337-4686

**Apache County Office Hours:  
Monday – Thursday 6:30am – 5:30pm**

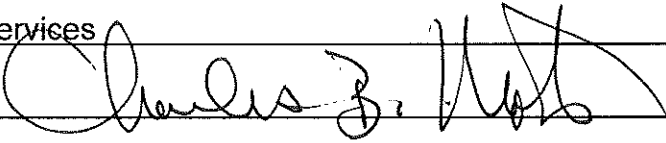
# BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

Date/Signature:

5/28/13



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

The Juvenile Probation Division requests Apache County provide \$3,157.00 in matching funds for an ongoing Family Counseling Grant. The State of Arizona will disburse \$12,629.00 in monies for a total of \$15,786.00.

Date & Time Needed:

## PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

## BOARD ACTION TAKEN

Approved  Disapproved  Deleted  Continued to: \_\_\_\_\_

\_\_\_\_\_  
Signature, Clerk of the Board

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING**

**FISCAL YEAR 2013-2014  
Board Resolution**

The Apache County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section ' 8-261 through ' 8-265 for fiscal year 2013-2014.

The Board of Supervisors resolves that \$ 3,157 in matching funds will be provided by this County's Board of Supervisors for Apache County, Arizona.

|                                            |               |
|--------------------------------------------|---------------|
| _____<br>Clerk of the Board                | _____<br>Date |
| _____<br>Chairperson, Board of Supervisors | _____<br>Date |

Please file with:

**Arizona Supreme Court  
Administrative Office of the Courts  
Juvenile Justice Services Division  
Attention: Holli Sanger-Alarco, Program Specialist  
1501 West Washington Street, Suite 337  
Phoenix, Arizona 85007-3231**

FAMILY COUNSELING  
FUND ALLOCATION SCHEDULE  
FY 2014

| COUNTY       | JUVENILE<br>POPULATION<br>17 & UNDER | PERCENTAGE<br>OF TOTAL | BASE<br>ENTITLEMENT | *POPULATION<br>ALLOCATION | *TOTAL<br>BUDGET<br>ALLOCATION | COUNTY<br>MATCH | FIRST<br>DISTRIB.<br>OCT. 31 | *SECOND<br>DISTRIB.<br>APR. 15 |
|--------------|--------------------------------------|------------------------|---------------------|---------------------------|--------------------------------|-----------------|------------------------------|--------------------------------|
| Apache       | 21,380                               | 1.2922%                | 5,000               | 7,629                     | 12,629                         | 3,157           | 6,946                        | 5,683                          |
| Cochise      | 31,189                               | 1.8851%                | 5,000               | 11,130                    | 16,130                         | 4,033           | 8,872                        | 7,258                          |
| Coconino     | 31,592                               | 1.9094%                | 5,000               | 11,273                    | 16,273                         | 4,068           | 8,950                        | 7,323                          |
| Gila         | 11,426                               | 0.6906%                | 5,000               | 4,077                     | 9,077                          | 2,269           | 4,992                        | 4,085                          |
| Graham       | 10,892                               | 0.6583%                | 5,000               | 3,885                     | 8,885                          | 2,221           | 4,887                        | 3,998                          |
| Greenlee     | 2,336                                | 0.1412%                | 5,000               | 834                       | 5,834                          | 1,459           | 3,209                        | 2,625                          |
| La Paz       | 3,747                                | 0.2265%                | 3,500               | 1,337                     | 4,837                          | 1,209           | 2,660                        | 2,177                          |
| Maricopa**   | 1,024,965                            | 61.9495%               | 5,000               | 365,751                   | 370,751                        | 92,688          | 0                            | 0                              |
| Mohave       | 40,268                               | 2.4338%                | 5,000               | 14,369                    | 19,369                         | 4,842           | 10,653                       | 8,716                          |
| Navajo       | 31,637                               | 1.9122%                | 5,000               | 11,290                    | 16,290                         | 4,073           | 8,960                        | 7,330                          |
| Pima         | 227,167                              | 13.7301%               | 5,000               | 81,063                    | 86,063                         | 21,516          | 47,335                       | 38,728                         |
| Pinal        | 106,356                              | 6.4282%                | 5,000               | 37,952                    | 42,952                         | 10,738          | 23,624                       | 19,328                         |
| Santa Cruz   | 14,484                               | 0.8754%                | 1,500               | 5,168                     | 6,668                          | 1,667           | 3,667                        | 3,001                          |
| Yavapai      | 39,392                               | 2.3809%                | 5,000               | 14,057                    | 19,057                         | 4,764           | 10,481                       | 8,576                          |
| Yuma         | 57,687                               | 3.4866%                | 5,000               | 20,585                    | 25,585                         | 6,396           | 14,072                       | 11,513                         |
|              | 0.00                                 | 0.00                   |                     | 0.00                      |                                |                 |                              |                                |
| <b>TOTAL</b> | <b>1,654,518</b>                     | <b>100.00%</b>         | <b>70,000</b>       | <b>590,400</b>            | <b>660,400</b>                 | <b>165,100</b>  | <b>159,308</b>               | <b>130,341</b>                 |

Source: Arizona Department of Economic Security, Research Administration, Population Statistics Unit. Arizona population projections for 2006-2055.

\*Total reflects rounding adjustments.

\*\*AOC to retain funds.

APPROVED:

 5/17/13  
Chad Campbell, Division Director

GRAND TOTAL

660,400



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

Submitter's Name: Recorder

Date: 06/18/13

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

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

Request authorization to adjust the salary of Voter Outreach Project Coordinator Oliver Arviso to \$15.86 per hour, retroactive to his hire date of 06/04/13. This request is made as a consequence of his past supervisory and managerial experience while in the military.

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 \_\_\_\_\_

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this day of May 2013, BETWEEN

HOWARD C. JOHNSON, of P.O. Box 12184, Chandler, Arizona 85248, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

1. SCOPE OF WORK. The Hearing Officer shall hold hearings, review and make initial determinations on petitions filed under ARS § 42-16105 and ARS § 42-16254 as decided by the Board of Supervisors. The Hearing Officer shall attend annual training provided for Apache County pursuant to ARS § 42-16103 (C). Regular Appeal Hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline each year. Notice of Change hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline of the third Friday in November. The number of hearings scheduled will be sufficient to allow all legally submitted petitions to be heard. Taxpayer Notice of Claim hearings will be schedule pursuant to ARS § 42-16254. The Hearing Officer shall be available telephonically when the Board of Supervisors, as the Board of Equalization, considers the Hearing Officer's recommendations.
2. TERM. This Agreement shall be effective as of July 1, 2013 and shall continue until June 30, 2015, unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$50 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. **Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns.** The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. If the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem. The 2013 June training will be held **in Tucson for 3 days.**
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS § 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
6. **INDEPENDENT CONTRACTOR.** Hearing Officer is an independent contractor and is responsible for withholding and payment of all applicable state and federal taxes. The Hearing Officer is not an employee of County and shall not be entitled to any benefits to which employees of County are entitled. This Agreement shall not grant exclusive right to handle all hearings to Hearing Officer, and it is understood that the Apache County Board of Supervisors may choose to handle certain appeals and/or additional hearing officers may be retained as well.
7. **CONFLICT OF INTEREST**
  - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
  - B. In addition to disqualification for conflicts of interest defined in ARS § 38-501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
    - 1) The owner of the property subject to the appeal, or
    - 2) The owner's designated agent, or
    - 3) The owner's attorney for purpose of the appeal.
  - C. For the purpose of this agreement, a direct business relationship is:

- 1) Any employer-employee relationship, or
- 2) Any joint ownership of a business or commercial venture, or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS § 38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

\_\_\_\_\_  
Howard C. Johnson  
Board of Equalization Hearing Officer

\_\_\_\_\_  
Tom M. White, Jr.  
Apache County Board of Supervisors

\_\_\_\_\_  
Witness Signature

ATTEST:

\_\_\_\_\_  
Witness Name Printed

\_\_\_\_\_  
Ms. Beth Bond  
Asst. Clerk of the Board

Approved as to form:

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

# Special Seminar and Symposium

Friday June 28, 2013

6:00 pm - 8:30 pm

Springerville, AZ - American Legion Hall

825 E Main St.

The three world's leading experts on wolves and predatory animals are here to discuss and display data on the species reintroduction plans. Also covered will be the impact to livelihoods, families, businesses and our environment.

Dr. Jim Beers - Dr. Matt Cronin - Dr. Will Graves

There will be a question and answer session after the presentations.

For more information contact:

[hott@lavabit.com](mailto:hott@lavabit.com)

(928) 245-5722