



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY LIBRARY DISTRICT**

**March 19, 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
March 19, 2013**

1. Discussion and possible approval to enter into a Professional Services Agreement and engage the services of NOMAD Consulting to research and develop a Hazard Risk Assessment for Southern Apache County. Further, to also develop a Continuity of Operations Plan for the Public Health Services District.
2. Discussion and possible Approval of the Intergovernmental Agreement Contract #ADHA13-039571, Immunization Program to provide immunization related services. This is an ongoing program.
3. Discussion and possible approval to enter into a Contractor Agreement with National Association of County and City Health Officials (NACCHO Contract #2013-030701) to provide goods and/or services to enhance the programmatic activities of the Chronic Disease Self-Management Program.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
March 19, 2013**

1. Discussion and possible ratification of the purchase of 12 Dell computers in the amount of \$10,010.69 through Arizona State Contract #ADSP010-00000010.
2. Discussion and possible approval of the updated agreement with Better World Books to participate in their library program which sell our discarded library materials and select gift materials which are out of scope for our collections.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
March 19, 2013**

1. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
2. 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 March 5, 2013.
- *B. Request approval of demands dated March 5, 2013 to March 19, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Personnel Items:

- *C. Request authorization to transfer Dispatcher Stephanie Puzzi-Vallejos from her current position to ACCENT Coordinator with no change in salary effective March 11, 2012. ACCENT Coordinator is a grant funded position.
- *D. Superior Court: Request approval of the re-appointment of Kay H. Wilkins and Michael Roca as Superior Court Judges Pro-Tem for the period beginning July 1, 2013 and ending June 30, 2014.

- *E. Treasurer's Office: Request authorization to hire a temporary Administrative Assistant I position at \$10.50 per hour, for a period not to exceed 120 days.
 - *F. Round Valley Justice Court: Request authorization of the sick leave payout balance for Roberta Reed as Chief Justice Court Clerk in accordance with Human Resources Policy 3.25 – Retirees Accumulated Sick Leave.
3. Engineering Department: Discussion and possible approval for District II to purchase a new service truck using Pima County Contract #B508299. The amount is \$110,051.96 to be paid for with District II carryover funds.
 4. School Superintendent's Office, The Apache County Educational Services Agency: Discussion and possible approval to enter into an Intergovernmental Agreement with the Navajo County Educational Service Agency, the fiscal agent of Northeast Arizona Regional Center, to participate in a collaborative project with the Arizona Department of Education and the Governor's Office of Education Innovation to provide regionally-based service, support, and technical assistance to local education agencies in successfully implementing Arizona's education reform plans through Race to the Top.
 5. Malena Bazurto, Grant Manager: Discussion and possible adoption of the annual Fair Housing Proclamation and observe April as Fair Housing Month.
 6. Election Department: Discussion and possible approval of the Canvass of the March 12, 2013 Special Election.
 7. Treasurer/Assessor: Discussion and possible approval of a software contract with Tyler Technologies Inc. A lease purchase agreement will be brought before the Board of Supervisors at a later date.
 8. Human Resources: Discussion and possible approval of an Apache County Volunteer program and application which shall allow Department Heads and Elected Officials to periodically utilize citizens, at minimal cost to the County, for work load support as may be needed. Department Heads and Elected Officials shall be responsible for any expenses associated with Workers Compensation and travel as may be approved per job assignment for each of their respective volunteers.
 9. County Manager: Discussion and possible approval of procedures and establishing online auction with PublicSurplus.gov and approval of a list of County owned property to offer for sale through the auction process.
 10. County Manager: Discussion and possible approval to hold the April 2, 2013 Board of Supervisors meeting at the Ft. Defiance Chapter House located at 112 & Indian Route, 110 Junction SW, in Ft. Defiance, Arizona at 9:30 a.m. Mountain Daylight Time (MDT), 8:30 a.m. Mountain Standard Time (MST).

11. Notification of the Small Counties Forum meeting on Wednesday, March 20, 2013 at 6:30 at the County Supervisors Association (CSA) building, 1905 W. Washington Street in Phoenix, followed by the County Supervisors Association meeting on March 21, 2013 at 10:00 a.m. at the CSA building, 1905 W. Washington Street, in Phoenix.

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: 3/14/13 at 11:30 a.m. p.m. by DB.

Delwin Wengert

Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **03/06/13**

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

ACPHSD requests approval to enter into a Professional Service Agreement and engage the services of NOMAD Consulting to research and develop a Hazard Risk Assessment for Southern Apache County. Further, to develop a Continuity of Operations Plan for the Public Health Services District.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

See Attached

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Kimberly Penrod

From: Joe Young [JYoung@apachelaw.net]
Sent: Wednesday, March 06, 2013 1:38 PM
To: Chris Sexton
Cc: Keli Sine-Shields; Kimberly Penrod
Subject: RE: Nomad Contract

If all phases are to be completed by the same time, I would prefer not to call it a phase, but Duties of the contract. In the payment section, while we cap the contract at \$30,000 we should clearly state that while the contract amount is capped, the work still needs to be completed fully even if their hourly work has exceeded \$30,000.

I am ok with the rest of the document.

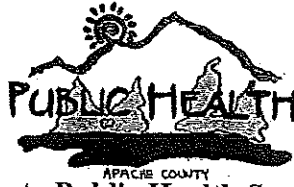
From: Chris Sexton [csexton@co.apache.az.us]
Sent: Wednesday, March 06, 2013 1:04 PM
To: Joe Young
Cc: ksine@co.apache.az.us; kpenrod@co.apache.az.us
Subject: Nomad Contract

Hi Joe,

Please review the attached Professional Services Agreement to see if you have any problems with it or need to make any changes.

Thank you,

Chris Sexton



Apache County Public Health Services District

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the Apache County Public Health Services District, hereafter referred to as "Apache County", and NOMAD CONSULTING, hereafter referred to as "Contractor".

RECITALS

1. The Apache County desires to enter into a Professional Service Agreement and engage the services of said Contractor to research and develop a Hazard Risk Assessment for Southern Apache County. Further, to develop a Continuity of Operations Plan for the Public Health Services District.
2. Whereas the Contractor has unique experience, qualifications and training to perform the desired work and desires to work with the Apache County in this endeavor;

NOW, THEREFORE, Apache County and the Contractor agree that the following terms, conditions and limitations shall govern this agreement:

Scope of Work: Contractor shall provide appropriate services to the Apache County as follows:

- Phase I** Research the current National, State and Local standards for a Hazard Risk Assessment methodology and prepare a Hazard Risk Assessment framework for southern Apache County Public Health Services District. Phase I to be completed by June 1, 2013. (Estimated Cost - \$5000)
- A. Research processes and procedures for hazard identification, assessing risk and measuring vulnerability of the publics in the context of public health issues.
 - B. Prepare a Hazard Identification and Risk Assessment (HIRA) Framework, consistent with and tiered to State and Federal processes for multi-hazard mitigation planning.
- Phase II** Provide consulting services on Task Orders to complete a HIRA, and Vulnerability Assessment of the publics in southern Apache County. Phase II to be completed by June 1, 2013. (Estimated Cost - \$10,000)
- A. Facilitate the completion of a Comprehensive Apache County Hazard Identification and Risk Assessment (HIRA)

- Prepare an Outline/Table of Content for the HIRA using the selected template/framework
- Identify the potential hazards in southern Apache County which may require a level of response planning and/or mitigation
- Prioritize the identified hazards
- Define the affected publics who may be vulnerable to an identified threat/hazard
- Prepare a matrix that displays a range of risk levels to response capability for the Apache County
- Identify or categorize the "Needs At-risk" individuals in southern Apache County

B. Prepare a Hazard **Vulnerability Assessment**

- Utilizing the defined affected publics in section A above, estimate the number of individuals affected that would result in a medical surge
- If possible, based on the level of risk and vulnerability, estimate the number of casualties including a fatality rate.
- Identify and prioritize jurisdictional hazards and health vulnerabilities for southern Apache County

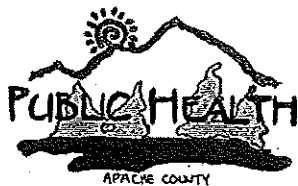
C. Complete an **Impact Assessment** on southern Apache County's response capability, utilizing the prioritized hazards and vulnerabilities on:

- The public health, medical, or mental/ behavioral health systems
- The relationship to human impact, interruption of public health, medical and mental/behavioral health services
- Public health, medical and mental/behavioral health infrastructure

Phase III Develop a Continuity of Operations Plan (COOP) for Apache County. Phase III to be completed after July 1, 2013 and before December 31, 2013. (Estimated Cost - \$15,000)

A. Prepare a Continuity of Operations framework that is suitable for the Apache County and complete an operating plan for each of the 5 divisions consistent with this framework

- Define each division's mission through interviews with Managers and Staff
- Complete a workload analysis following the staff interviews to determine the level of impact on the function of each division with workload realignments (capability and capacity analysis)
- Define mission critical work of each division, that if left unaccomplished during an incident or internal staffing shortfall, would have irreversible impacts on public health systems, services or infrastructure
- Complete an organizational strategy for covering mission critical work during an incident mobilization or internal staffing shortfall



Apache County Public Health Services District

- Prepare a response strategy for mission critical work to maintain departmental responsibilities based on the potential hazards affecting District wide function

Expected Deliverables:

1. Risk Assessment with prioritized hazards, vulnerabilities and risks
2. A report discussing the top hazards, vulnerabilities and risks as they relate to:
 - Public health, medical and mental/behavioral health **systems**
 - Human impact, interruptions of public health, medical and mental/behavioral health **services**
 - Impact on public health, medical, and mental/behavioral health **infrastructure**
3. COOP for each working Division of the Apache County (5 Divisions)

Duration of Agreement: This agreement takes effect as of the last approving signature date and all work shall be completed by June 1, 2013. Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, Contractor shall be paid for services provided up to the date of termination.

Payment: Apache County shall compensate Contractor for the work provided under this agreement as follows:

Task orders and grouping of task orders will be agreed upon by Apache County and the Contractor. Completion of a group of task orders to the satisfaction of Apache County Health Director will result in payment of an invoice.

Contractor will be paid at a rate of \$495.00 per day for the work performed. The maximum amount to be paid to Contractor under this agreement shall not exceed \$30,000.00. The Contractor shall complete the work fully even if the hourly work has exceeded \$30,000.00. Contractor shall submit periodic invoices associated with work completed on each Phase as defined in the issued Task Orders (TO). Standard Federal Travel Rates for mileage and per diem will be used for billing when such travel costs are incurred.

The County will pay for the proper performance of the identified services on a completed Task Order basis after it receives a signed, invoice for payment. The invoice must provide an itemized breakdown of hours worked and must certify the total cost of all services rendered.

Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Contractor is not to hold himself/herself out as an employee of Apache County. Contractor shall not make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the County, except as may be expressly provided for herein or authorized in writing. Apache County shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

Contractor warrants that it is qualified to perform the identified services and will devote the time and professional ability as is necessary to most effectively and efficiently perform the Services that have been identified. Contractor will determine the daily working hours of its personnel, but agrees to adjust working hours to meet the reasonable needs of Apache County.

Conditions of Payment: All services performed by the Contractor under this Contract shall be performed to the satisfaction of Apache County, as determined in the sole discretion of Apache County, and in accordance with applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for services Apache County finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule, or regulation.

Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of Apache County. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be void.

Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Arizona. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by Apache County. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by Apache County.

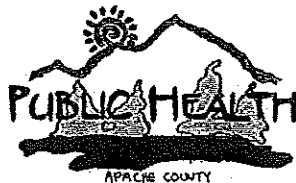
Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To Apache County:

To Contractor:

Apache County Public Health Services District

NOMAD Consulting



Apache County Public Health Services District

Attn: Chris Sexton
P.O. Box 697
St. Johns, AZ 85936

Attn: Thomas Beddow
P.O. Box 1011
Eagar, AZ 85925

Task Orders: Task Orders will be generated by Public Health Emergency Preparedness contacts outlining coordination requirements and specific tasks needed. These orders will be initiated between the contractor and Apache County Public Health Emergency Preparedness (ACPHEP) point of contact.

Contacts are:

Kerry Pena
323 S. Mountain Ave #105
Springerville, AZ 85938

Keli Sine-Shield
P.O. Box 697
St. Johns, AZ 85936

Indemnification: Contractor shall indemnify and hold harmless Apache County as well as its officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that may suffered as a result of the performance of this Agreement.

Compliance with Laws: Contractor shall comply with all federal, state and local laws, regulations and policies that may be applicable to this agreement and be binding upon Apache County.

Integration and Merger: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties herein above mentioned.

Dispute Resolution: In the event disputes arise under this agreement, both Contractor and Apache County agree to attempt to resolve this matter through mediation, with each party to pay one-half of any costs thereof, before proceeding to Court.

In the event a conflict does proceed to Court, the parties agree that the courts of Apache County, Arizona, will have jurisdiction over the matter, and both parties consent to the jurisdiction of that Court.

Cancellation in the Event of Conflict of Interest: The parties hereto acknowledge the provisions of A.R.S. § 38-511, and said statute is incorporated in this agreement by reference. The parties understand that in the event of a conflict of interest, this agreement may be cancelled consistent with the provisions of that law.

Certifications of Contractor:

Pursuant to Arizona Revised Statutes Section 35-397, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Contractor certifies and warrants that it is in compliance with Arizona and Federal immigration law, including the requirement to utilize the E-Verify to ensure employees are eligible for employment. Contractor shall allow County to inspect its employment records to verify compliance. Failure of Contractor to comply with state and federal immigration law or to allow reasonable inspections of employee records constitutes a material breach of this agreement.

The parties hereby have caused this agreement to be executed as of the date set forth herein above:

By: _____
(Chairman, Apache County Board of Supervisors)

Date: _____

By: _____
(Chris G. Sexton, Apache County Public Health Services District)

Date: _____

By: _____
(Thomas Beddow, Authorized Representative of NOMAD CONSULTING)

Date: _____



March 12, 2013

To: Chris Sexton, Director
Apache County Public Health Services District
P.O. Box 697
St. Johns, Arizona 85936

Subject: Letter of Interest and Qualifications in Emergency Management

This letter is intended to document Nomad Consulting's interest in being considered a source for Professional Services to Apache County Department of Emergency Management and Apache County Public Health Services District. We are prepared to respond to either a sole source tasking or Public Notice solicitation as may be required by County policies.

Nomad Consulting is a partnership doing business in the State of Arizona, Apache County, where we specialize in Wildland Fire Training, Community Firewise Certification and Emergency Management Planning. Both Jerry and I have extensive experience in managing emergency incidents and developing plans to assist communities in preparing for disasters. We have attached our resumes' demonstrating our ability to fully meet your needs as well as a brief summary of our recent business accomplishments.

Thank you for your consideration of Nomad Consulting to meet your needs for Emergency Management Planning in Apache County.

Thomas W. Beddow, Partner
Nomad Consulting

3 Attachments



Summary of Accomplishments

Nomad Consulting

P.O. Box 1011
Eagar, Arizona 85925
nomadfire06@aol.com
F-EIN: 20-4423659

Nomad Consulting is a partnership business doing business in Arizona and New Mexico since 2006. Our primary focus is on Education and Emergency Management Planning. Accomplishments which support our ability to meet the emergency planning needs of Apache County are summarized below:

ACEM - Apache County Emergency Management Plan – 2008

In 2007, our company reviewed the 2006 Emergency Operations Plan for Apache County at the request of Mr. Harry Cordova, Director of EM. Our services were provided at no cost to Apache County, as Mr. Cordova had already formulated an opinion about the inadequacies of the 2006 plan and was only seeking validation. We provided Mr. Cordova with our recommendations to improve the functionality of the Plan and bring it into alignment with the FEMA National Response Framework. Mr. Cordova impressed with our eye for detail and suggested a Professional Services Contract to re-write the plan. In 2008 Nomad Consulting was awarded an open solicitation for professional services to complete a wholesale reconstruction of the document. The Apache County Emergency Management Plan (ACEMP) was completed in 2009 following the addition of incident specific annexes that addressed Public Health issues.

ACPHSD - Emergency Management Plan Augmentation to the ACEMP – 2009

In 2008, the Director of Public Health, Elizabeth Kizer, heard of our work on the master plan for the Department of Emergency Management and suggested the augmentation of the ACEMP to include Public Health issues. Additional Task Orders were added to our Professional Services Contract to include Public Health as a full partner in the planning effort and late in 2009, the Apache County Emergency Management Plan was completed which included the requirements as outlined in the Project Public Health Ready (PPHR) and the National Association of City and County Health Organizations (NACCHO). Final approval of the ACEMP came when Tom White Jr., Chairman, of the Apache County Board of Supervisors signed the document on June 16, 2010.

ACPHSD – PPHR and NACCHO Recognition – 2010

At the request of Mrs. Kizer, Nomad Consulting accepted an additional Task Order to prepare ACEMP supporting documents for PPHR Recognition. Our investments in the development of a comprehensive approach to "All Hazard" planning proved very positive in supporting the Public Health Staff to achieve PPHR status from Arizona Department of Public Health and NACCHO.

ACPHSD – Departmental Strategic Training and Development Goals and Objectives Assessment – 2011

At the request of Mr. Chris Sexton, Director of Public Health Services District, Nomad Consulting was awarded a Professional Services Contract to complete the following Task Orders:

- Developed Target Capability Training Goals and Objectives
- Complete a Strategic Response Capabilities Assessment

- Facilitated a GAP Assessment using a Strengths, Weakness, Opportunities and Threats (SWOT) analysis process
- Prepare an Employee Training and Development Plan
- Publish a District Training Course Guide
- Complete a Knowledge, Skills and Abilities (KSA) Inventory and conduct an Employee Interest Survey
- Prepare and Incident Command Organization framework

The main focus on the project was assessing the Public Health Districts capability to respond to a Public Health Emergency; make recommendations on organizational capacity to staff an incident; identify training gaps; develop a training plan to fill the gaps and finally to develop an implementation plan to begin training employees. The project was completed in October of 2011 with the training plan being the guiding principles for employee development and Public Health District improved response capability.

ACPHSD – TB Outbreak ICS Team Advisor and Quality Assurance through AAR – 2011

Apache County public health response capability was tested in 2011 with the outbreak of TB in the Round Valley area. The District responded with an Incident Management Team which Nomad Consulting was asked to participate as an advisor and coach for the ICS mobilization. We participated in Team Briefings and facilitated Team interactions as the District functioned under the new Training and Development Plan. Following the conclusion of the TB assignment, the District asked Nomad Consulting to participate in After Action Reviews (AAR) to improve future response actions.

ACPHSD - Employee Incident Command System Refresher Training – 2012

The Public Health District had considerable turnover in personnel in 2012 and Nomad Consulting was asked to prepare and present ICS refresher training. The training was attended by new employees as well as employees who filled ICS positions during the TB Outbreak. The session was well received and re-enforced the successes of the District to implement the ICS training program developed by us.

Deep-Water Horizon Oil Spill Incident – ICS Advisors to the US Coast Guard; BP and US 1st Air Force – 2010

The Deep-Water Horizon Oil Spill was an incident of national significance and it was a great opportunity for Nomad Consulting to participate in providing support to all the responding agencies. Our part in the response in no way matched the difficult work accomplished by the employees of the Coast Guard, BP and the many thousand volunteers. Our focus was in two areas of expertise; ICS training and Incident Aviation Management. We provided ICS training to new employees and responded to questions on implementing the Incident Command System. When the complexities and safety of the aviation program came into play, we were asked to assist in the development of an aviation safety strategy with the US Coast Guard, Federal Aviation Administration and the Air Force. Our assignment in the Gulf region lasted nearly two months until the wells was capped and the response actions began to scale down. Our participation in the aviation section received commendation from the Commanding General 1st Air Force and the National Director of Coast Guard Air Operations.

State of New Mexico – Contract for ICS and Wildland Fire Training Services – 2008-2014

Nomad Consulting was awarded a six year contract with the State of New Mexico, Division of Forestry to provide instruction of NWCG approved fire and ICS training. We work with federal, state, county and volunteer fire districts to insure their employees meet the national response criteria.

(**ACDEM: Apache County Department of Emergency Management)

(**ACPHSD: Apache County Public Health Services District)

RESUME

Thomas W. Beddow

P.O. Box 1011

Eagar, Arizona 85925

(928)-386-3743

nomadfire06@aol.com

EDUCATION:

B.S. Forest Land Management Northern Arizona University, 1972

National Advanced Incident Management S-620, 1999

WORK EXPERIENCE:

2007 to Present	Nomad Consulting, Fire and Emergency Program Management
2003 to 2007	Deputy Director, Fire & Aviation Management, Southwestern Region, USDA Forest Service
1999 to 2003	Forest Staff Officer for Fire, Aviation, Fleet & Safety, Apache-Sitgreaves National Forest, Southwestern Region, USDA Forest Service
1990 to 1999	District Ranger on the Quinault RD, Olympic National Forest, Pacific Northwest Region, USDA Forest Service
1987 to 1990	Assistant Director, Fire & Aviation Management for Fuels Management, Great Basin Region, USDA Forest Service
1979 to 1987	District Staff Officer for Fire, Recreation, Lands, Timber Management and Law Enforcement on the Lincoln National Forest, Southwestern Region, USDA Forest Service
1977 to 1979	District Fire Management Officer, Pinedale Ranger District, Apache-Sitgreaves National Forest, Southwestern Region, USDA Forest Service
1974 to 1977	Engine Captain, Elden Ranger District, Coconino National Forest, Southwestern Region, USDA Forest Service
1972 to 1974	Forester, Silvplex, Inc. a private woods product industry
1969 to 1972	Firefighter on the Coronado, and Coconino National Forests, Southwestern Region, USDA Forest Service

SPECIALIZED EXPERIENCE:

Resource Management

Timber Management - After receiving my degree as a Forester, I worked as a silviculturist, certified cruiser, and certified scaler on numerous Ranger Districts. I performed the duties of District Administrator, overseeing the timber management functions for goods and services delivered from the National Forest System Lands.

Recreation and Lands – As the Staff Officer on a local Ranger District, I provide management oversight and supervision of the recreation program. Land Uses, such as boundary management, special uses and leases, were also part of my responsibilities.

Ranger District Administration – For nearly 10 years, I was the District Ranger for an administrative unit on the Olympic National Forest. My responsibilities were wide ranging from budget formulation and execution to human capital management. Exterior relationships and contact with a wide variety of other federal, state, county and tribal was a primary focus of my position.

Fire Management

Operations - I have been qualified as a Wildland Firefighter to Operations Section Chief under the Incident Command System. Beyond maintaining my skills as a firefighter, I developed my leadership abilities to supervise the operations planning and execution of suppression tactics on large complex wildland fire events.

Command - I am a qualified Type 2 Incident Commander (ICT2), however since retirement, I have only maintained my qualifications thru ICT4 based on the rules associated with a retiree filling an IC position. I continue to maintain my currency as an ICT4 as a member of Eagar Volunteer Fire Department.

Advanced Incident Management - During my career, I have advanced to the level of Area Command management under the Incident Command System. I am currently qualified as an Area Command Aviation Coordinator (ACAC).

All Hazard Emergency Management

Management Consulting - The following assignments or projects illustrate my diverse background for providing emergency management consulting leadership and consulting expertise:

Rainbow Family of Living Light – I was the Incident Commander on a national gathering of the Rainbow Family of Living Light in Nevada in 1989, and the National Advisor to the Incident Management Team (IMT) assigned to the national gathering in Minnesota, 1990. The Rainbow Family is an alternative life style group that swarms into community each year (some 60,000 attendees) on the 4th of July to celebrate their beliefs. The impacts last for 2 months and tax the services and law enforcement infrastructure to the maximum. As the Commander I provided the leadership to management two of these events.

End-New Castle Disease Outbreak – I was assigned as the Logistics Advisor to the US Department of Agriculture, Animal and Plant Health Inspection Service (APHIS) Area Command Team (ACT) conducting operations in California to prevent the spread of the disease from the quarantine areas to other parts of California. I also supported the State of Arizona on developing an Incident Command Strategy for the Public Health Service - 2003.

Deep-Water Horizon Oil Spill – Under a private contract to Emergency Management Services Institute, I performed as an Incident Command Advisor to the US Coast Guard, British Petroleum and the State of Louisiana. Following my assignment in Louisiana, I was requested to support the US Coast Guard in the formation of the Gulf Coast Area Command Center with the US Air Force, 1st Air Force Command in Panama City Florida. My role as Chief ICS Advisor was to monitor and support the development of Aerial Operations over the Deep-Water Horizon site; coordinate with the other resource management agencies on ICS matters and the Commanders. I received a special commendation from the Commanding General, 1st Air Force for my efforts – 2010

Burned Area Emergency Response Team (BEAR) – I was assigned as the Incident Commander for the emergency recovery efforts for the Wallow Fire. I provided leadership to the Team as well as coordination with the cooperating agencies and governments. As the monsoon season set in, I participated with the Apache County Sheriff's Office for providing a response to flood events – 2011. In 2012, I was assigned to the Tonto National Forest in Mesa Arizona as the BEAR Advisor to both the Forest as well as the cooperating agencies.

Jake Flake Emergency Services Institute, Northeast Arizona Training Center – The Northeast Arizona Training Center is located in Taylor, Arizona. While working in the White Mountains and providing council to the Northeast Arizona Fire Chiefs Association on matters of a regional training center concept, I was asked by the association to be the team leader for concept planning and development. I was associated with the Center from 2001 through 2006 as a member of the planning and advisory committee.

Apache County Emergency Planning – Through Nomad Consulting, I have provided emergency planning services to both the Department of Emergency Management and the Public Health Services District since 2007. A list of accomplishments is provided below which will be explained in a "Summary of Accomplishments for Nomad Consulting" contained in a separate document:

ACDEM - Apache County Emergency Management Plan - 2008

ACPHSD - Emergency Management Plan Augmentation to the EMP - 2009

ACPHSD – PPHR and NACCHO Recognition – 2010

ACPHSD – Strategic Response Capabilities Assessment – 2011

ACPHSD – Departmental Strategic Training and Development Goals and Objectives Assessment – 2011

ACPHSD – Developed Target Capability Training Goals and Objectives - 2011

ACPHSD – Employee Training and Development Plan – 2011

ACPHSD – District Training Course Guide - 2011

ACPHSD – KSA Assessment Inventory and Employee Interest Survey – 2011

ACPHSD – Facilitated a GAP Analysis using a SWOT analysis - 2011

ACPHSD – TB Outbreak ICS Team Advisor and Quality Assurance through AAR - 2011

ACPHSD - Employee Incident Command System Refresher Training - 2012

*(**ACDEM: Apache County Department of Emergency Management)*

*(**ACPHSD: Apache County Public Health Services District)*

RESUME

Gerald L. Beddow

P.O. Box 1011

Eagar, Arizona 85925

(928)-243-8415

nomadfire06@aol.com

EDUCATION:

B.S. Anthropology - Northern Arizona University, 1972.

WORK EXPERIENCE:

- | | |
|--------------|---|
| 2006-Present | Nomad Consulting |
| 2000-2005 | District Fire Management Officer, Springerville Ranger District, Apache-Sitgreaves NF's |
| 1986-2000 | Assistant Fire Management Officer Operations/Fuels, Heber Ranger District, Apache-Sitgreaves NF's |
| 1978-1986 | Hotshot Superintendent, Heber Hotshots, Apache-Sitgreaves NF's |
| 1975-1978 | Helitack Foreman, Coronado NF and Apache-Sitgreaves NF's |
| 1968-1975 | Firefighter, Fire Prevention Tech., Helitack Crewman, Coronado NF |

SPECIALIZED EXPERIENCE:

Resource Management Experience

Inter-Disciplinary Team Leader on Forest NEPA projects, Fire Management.

Fire Management Experience

Author of Apache-Sitgreaves NF Fire Management Plan; member of the Forest Committee on Wildfire Use (WFU); Forest Representative to Navajo and Apache Counties Community Wildfire Protection Planning (CWPP) Group; Planned and executed prescribed burn plans for forest health improvement and community protection; Adviser to communities and homeowners on Firewise principles , and provided fire assessments to communities and homeowners.

Operations Section Chief and Aviation Officer on a Burn Area Emergency Response Team (BAER) Rodeo/Chediski Fire; Incident Commander Type III IMT and Operations Section Chief on a Type II IMT; Thirty-three years in fire management with hundreds of operational assignments in every fuel model.

Division/Group supervisor on Type 1 Incident Management Team on hurricane Andrew in New Iberia, LA, Provided advise and consulted with local governments on how to best clean up and restore service to local residence in New Iberia Parish, LA, after hurricane Andrew Implemented plans and also supervised the clean-up effort and disposed of 300,000 cubic yards of woody debris.

In 2006 provided expert witness and fire investigation services to the US Attorney for the State of New Mexico on a wildfire that had occurred on the Cibola N.F.

All Hazard Experience

ACEM – Apache County Emergency Management Plan 2008

ACPHSD – Emergency Management Plan Augmentation to the EMP 2009

ACPHSD – PPHR and NACCHO Recognition 2010

ACPHSD – Strategic Response Capabilities Assessment 2011

ACPHSD – Departmental Strategic Training and Development Goals and Objectives 2011

ACPHSD – Developed Target Capability Training Goals and Objectives 2011

ACPHSD – Employee Training and Deployment Plan 2011

ACPHSD – District Training Course Guide 2011

ACPHSD – KSA Assessment Inventory and Employee Interest Survey 2011

ACPHSD – Facilitated a Gap Analysis using s SWOT analysis 2011

ACPHSD – Employee Incident Command System Refresher Training 2012

Deep-water Horizon Oil Spill Incident – ICS Advisor to the US Coast Guard; BP and State of Louisiana 2010

State of New Mexico – Contract for ICS and Wildland Fire Training Services 2006-2013

Burn Area Emergency Restoration (BAER) - Operations Section Chief on the BAER Implementation Team for the Wallow Fire where I implemented all the restoration projects outlined the by the BAER Assessment Team - 2011



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **02/27/13**

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

ACPHSD requests approval of the Intergovernmental Agreement Contract # ADHS13-039571, Immunization Program to provide immunization-related services.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

see attached

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Kimberly Penrod

From: Joe Young [JYoung@apachelaw.net]
Sent: Thursday, February 28, 2013 1:12 PM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: ADHS13-039571 - Immunization Program -

The document is a valid contract and generally complies with the legal requirements for agreements of his type.

From: Kimberly Penrod [kpenrod@co.apache.az.us]
Sent: Tuesday, February 26, 2013 3:18 PM
To: Joe Young
Cc: Chris Sexton
Subject: ADHS13-039571 - Immunization Program -

Joe,

Please review.

Thx,

Kimberly

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT 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 or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to 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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-039571	

2. **Contract Type.**

This Contract shall be:

Fixed Price

3. **Contract Interpretation.**

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

4. **Contract Administration and Operation.**

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

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

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

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

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

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-039571	

- 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 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.

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

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.

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-039571	

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

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)

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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

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

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
--	---

for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 **Paid and Unpaid Personnel.** Pursuant to A.R.S. § 36-425.03, 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

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-039571	

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

20. **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.

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
----------------------------------	--

A. Background

The Arizona Department of Health Services (ADHS), Arizona Immunization Program Office (AIPO), has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC). All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

B. Objective

1. Enhance program stewardship and accountability for all publicly-purchased vaccine and Vaccines for Children Program (VFC) and Section 317
http://www.hhs.gov/recovery/reports/plans/pdf20100610/CDC_Section%20317%20Immunizations%20June%202010.pdf
2. Assess and improve immunization coverage levels.
3. Assure access to vaccines for eligible populations in Arizona.
4. Prevent and control Vaccine Preventable Diseases (VPD).

C. Scope of Services

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan.

The tasks, activities and performance measures shall be geared for the calendar year of January to December.

D. Tasks

The Contractor shall:

1. Activity One (1) Immunization Action Plan (IAP)

- 1.1 Develop and implement an annual IAP to ensure that immunization coverage levels in the County's young child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" located at: <http://thecommunityguide.org>. In addition to all other required activities, the IAP must contain the following:
 - 1.1.1 The current delivery of immunization services in the public sector, the number of immunization clinics, the location of clinics, the dates and times of clinics, and appropriate changes made to increase immunization coverage levels;
 - 1.1.2 The strategies to bring more clients into provider clinics and medical home offices to receive immunizations;
 - 1.1.3 The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including National Immunization Survey results, State reports, and locally gathered statistics; and
 - 1.1.4 A description of how activities will accomplish the objectives and tasks within this Scope of Services and address low or lagging coverage rates.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-039571	

- 1.2 Annually present to the County Health Officer and the Board of Health a review of the County IAP including the Spring and Fall immunization assessment results.
- 2. **Activity Two (2) Perinatal Hepatitis B Case Management**
 - 2.1 Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The Contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://www.azdhs.gov/phs/immun/documents/Perinatal-Hepatitis-B-Manual.pdf>). AIPO will provide the Contractor with a listing of identified HBsAg-positive women in the County. Specifically the Contractor shall conduct the following activities and provide the state Perinatal Hepatitis B program with the following statistical information on case management and services provided to the County's perinatal Hepatitis B cases:
 - 2.1.1 Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg-positive mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;
 - 2.1.2 Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post serology testing within nine to fifteen (9-15) months of age;
 - 2.1.3 Implement measures to assure that all identified household/sexual contacts of HBsAg-positive mothers in the County are offered testing (to include HBsAg and anti-HB's) for susceptibility and immunized if susceptible; and
 - 2.1.4 Submit, at least quarterly, a Hepatitis B Line Listing Report (<http://www.azdhs.gov/phs/immun/documents/Perinatal-Hepatitis-B-Manual.pdf>) which includes data on HBsAg+ women, contacts, infants born to HBsAg+ women, vaccinations due, and vaccinations received by infants during the quarter.
- 3. **Activity Three (3) Comprehensive Clinic Assessment Software Application (CoCASA)**
 - 3.1 Review Spring and Fall CoCASA summary reports provided by AIPO (see Exhibit One (1)), which provide data analysis of the immunization rates of children and adolescents immunized at the Contractor's clinic sites, and can be used to pinpoint strengths and areas of improvement. Share results with clinic staff to identify:
 - 3.1.1 Missed opportunities to immunize;
 - 3.1.2 Invalid doses;
 - 3.1.3 Missing immunizations;
 - 3.1.4 Coverage levels; and
 - 3.1.5 Strategies to follow-up with under-immunized clients and to improve coverage levels.
- 4. **Activity Four (4) Reminder/Recall**
 - 4.1 Conduct monthly Reminder/Recall activities that include, but are not limited to, notification to parents/guardians of all children and adolescents, and to adults, served by the County.
 - 4.1.1 Remind parents/guardians/adults of the next vaccination visit no earlier than two (2) weeks prior to the date the next vaccination is due; and

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-039571	

- 4.1.2 Recall children, adolescents, and adults who are overdue for vaccinations no later than four (4) weeks after the missed visit.

5. Activity Five (5) Follow-up to CoCASA Report

- 5.1 Follow-up on all children who were identified as not up-to-date during the March and September CoCASA assessments. The Contractor shall utilize a reminder system such as:
 - 5.1.1 Postcards;
 - 5.1.2 Auto-dialer;
 - 5.1.3 Telephone calls; and
 - 5.1.4 Other.

6. Activity Six (6) Arizona State Immunization System (ASIS)

- 6.1 Enroll in ASIS and use the latest version of the ASIS web application (www.asiis.state.az.us) to take any required training, order vaccine, and to report, within thirty (30) days, immunizations administered to all children and to adults who consent to entry into ASIS; and to retrieve information from the ASIS Central Registry.
 - 6.1.1 Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp> and http://www.azsos.gov/public_services/table_of_contents.htm;
 - 6.1.2 Ensure internet access for program personnel;
 - 6.1.3 Sign a User's Agreement form annually and submit to ASIS; and
 - 6.1.4 Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIS) website (<https://www.asiis.state.az.us/main.jsp>), which include vaccine ordering policies, inventory management and dose-level accountability.

7. Activity Seven (7) Vaccine Management

- 7.1 In cooperation with staff from AIPO, complete an annual on-site Clinic Practices Operational Review and/or Vaccine Management Review of Contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at: <http://pediatrics.aappublications.org/content/112/4/958.extract> and the *Standards for Adult Immunization Practices* (located at http://www.azdhs.gov/phs/immun/pdf/immunizations/winter07/InsertA_Winter2007.pdf) as guides in conducting the review. The review procedure shall include:
 - 7.1.1 A review of clinic immunization practices; and/or
 - 7.1.2 An audit of clinic vaccine management practices.
- 7.2 The Contractor shall be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues to which the Contractor has distributed vaccine.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-039571	

8. Activity Eight (8) Enrollment in VFC Program

- 8.1 Enroll as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine located at: (http://www.azdhs.gov/phs/immun/act_aipo.htm#vfc).

9. Activity Nine (9) VPD Case Management/Flu Surveillance

- 9.1 Conduct the following activities related to VPD (including but not limited to, diphtheria, tetanus, pertussis, polio, meningococcal disease, Hib, measles, rubella and congenital rubella syndrome, mumps, hepatitis A, and hepatitis B) surveillance, coordinating efforts with the ADHS Office of Infectious Disease Services (OIDS) and AIPO:
- 9.1.1 Maintain a passive surveillance system for VPDs and perform investigation of each suspected VPD;
 - 9.1.2 Facilitate appropriate laboratory testing of specimens;
 - 9.1.3 Notify OIDS of all cases of VPD (suspected, probable, and confirmed) in a timely manner, and complete the ADHS VPD investigation and reporting forms or electronic screens;
 - 9.1.4 Complete outbreak summary reports; ensure proper, accurate and timely reporting by schools and by providers for varicella surveillance; and work with OIDS to complete varicella reports; and
 - 9.1.5 Conduct year-round influenza surveillance by appointing a Local Influenza Surveillance Coordinator to be responsible for selecting and recruiting surveillance sites, collecting data from selected sources, and submitting data to OIDS on a weekly basis during influenza season.
- 9.2 Protocols for these activities are specified in "Case Definitions for Reportable Communicable Diseases" located at: <http://www.azdhs.gov/phs/oids/pdf/casedefinitions.pdf>; "Infectious Disease Investigation Manual" located at: <http://www.azdhs.gov/phs/oids/investigations/manual.htm>; and "Vaccine Preventable Disease Surveillance Manual" located at: www.cdc.gov/vaccines/pubs/surv-manual/index.html.

10. Activity Ten (10) Outreach Education

- 10.1 Distribute and encourage the use of the *Arizona Lifetime Immunization Card (ALIC)* located at: http://www.azdhs.gov/phs/immun/pdf/forms_request.pdf to County providers; distribute copy-ready copies of *Vaccine Information Statements (VISs)* located at: <http://www.immunize.org/vis/> to County providers; *Arizona School Immunization Record (ASIRs)* <http://www.immunize.org/vis/> to County schools; and *Emergency Information and Immunization Record Cards (EIIRCs)* <http://www.azdhs.gov/als/forms/ccgh11.pdf> to County Child Care Facilities and document distribution in the Quarterly Progress Report;
- 10.2 Distribute "new mother" information/education which will include, but not be limited to, the Arizona Lifetime Immunization Record (ALIR) located at: http://www.azdhs.gov/phs/immun/pdf/forms_request.pdf and a current immunization schedule, to all birthing centers in the Contractor's county and document distribution in the Quarterly Progress Report;
- 10.3 In partnership with public and private sector organizations promote immunizations by using educational materials, social media, special mailings, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods; and

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
---	--

- 10.4 Conduct activities to promote and increase attendance of children, adolescents, and adults, as appropriate, at existing immunization clinics during National Infant Immunization Week (NIIW) in April, Child Health Month in October, National Influenza Vaccination Week, and other immunization promotional events.
- 11. **Activity Eleven (11) Healthcare Provider Education**
 - 11.1 Present at least one (1) one-hour immunization education programs for the staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. The program shall include the topics of vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling. The Contractor shall report these sessions to AIPO in the Quarterly Progress Reports.
- 12. **Activity Twelve (12) Staff Education**
 - 12.1 Regularly update all immunization clinical staff on appropriate and timely education and training on immunization-related issues by ensuring that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases program or the annual update (available as a DVD or web-on-demand product from CDC); and
 - 12.2 Ensure that the County Immunization Program Coordinator, or appropriate substitute, attends four (4) Quarterly Immunization Services meetings conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) immunization education program.
- 13. **Activity Thirteen (13) Vaccine Adverse Event Reporting System (VAERS)**
 - 13.1 Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act (Section 2126 of the Public Health Service Act, 42, U.S.C. Section 300aa-26 located at: http://www.cdc.gov/vaccinesafety/Vaccine_Monitoring/history.html;
 - 13.1.1 Submit reports of adverse reactions to the electronic VAERS within seventy-two (72) hours of notification of the adverse event located at: <http://vaers.hhs.gov/index>;
 - 13.1.2 Follow-up on any reports as requested by CDC or AIPO; and
 - 13.1.3 Submit a copy of the electronic VAERS report and any follow-up reports to AIPO.
- 14. **Activity Fourteen (14) Insurance Reimbursement**
 - 14.1 Explore methods and seek reimbursement, when possible, for immunization administration fees from Medicaid health care plans, KidsCare, private health care plans, and Medicare.
- 15. **Activity Fifteen (15) School/Childcare Immunization Data Reports (IDRs)**
 - 15.1 Support and work directly with school and childcare facilities in order to improve compliance with state immunization requirements located at: http://www.azdhs.gov/phs/immune/index_schchild.htm and the submission of required reports, in the format specified by AIPO/ADHS located at: http://www.azdhs.gov/phs/immun/documents/idr_form.htm. AIPO will provide to the Contractor lists of schools and childcare centers that might need assistance with compliance. Work will include on-site visits to provide education and technical assistance. The Contractor shall:
 - 15.1.1 Review immunization records;
 - 15.1.2 Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-039571	

- 15.1.3 Complete and submit, to AIPO, the site's IDR for each grade level required by AIPO/ADHS; and
- 15.1.4 Include a copy of the submitted school/childcare IDR(s), signed by both the Contractor and school/childcare representative, as supporting documentation to the Contractor Expenditure Report (CER).

16. Activity Sixteen (16) VPD Outbreak and Pandemic Preparedness

- 16.1 In conjunction with State public health preparedness programs, the Contractor shall develop or revise plans for responding to VPD outbreaks and pandemic responses in coordination with equivalent public health preparedness programs and other relevant partners, such as communicable disease groups, including mass vaccination, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel. VPDs include, but are not limited to measles, pandemic influenza, and anthrax.

17. Activity Seventeen (17) Adult Immunizations

- 17.1 Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels striving to reach Healthy People 2020 immunization rates located at: www.healthypeople.gov.

The Contractor shall:

- 17.1.1 Inform providers and beneficiaries that pneumococcal and influenza vaccine and their accompanying administrative costs are Medicare-covered benefits;
- 17.1.2 Provide consultation, technical assistance, and advocacy to nursing homes and assisted-living facilities to promote influenza and pneumococcal immunizations for residents and staff;
- 17.1.3 Provide education and assessments of coverage levels;
- 17.1.4 Encourage use of a standardized immunization record;
- 17.1.5 Encourage participation in The Arizona Partnership for Immunization (TAPI) coalition on the adult immunization subcommittee;
- 17.1.6 Provide and implement a strategy addressing the immunization rates of special adult populations (i.e., college students, educators, health care workers, and child care employees);
- 17.1.7 Immunize adults if vaccine is available; and
- 17.1.8 Target at-risk adults, healthcare workers, and others with vaccine and educational messages.

18. Activity Eighteen (18) Child Immunizations

- 18.1 In partnership with public and private sector organizations, such as Women, Infants, and Children Program (WIC), promote child immunizations in an effort to raise coverage levels, striving to reach Healthy People 2020 immunization rates (www.healthypeople.gov). Contractor will target, but not be limited to, the following:

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-039571	SCOPE OF SERVICES

- 19.1.1 Children two (2) years of age and younger, school and childcare required immunizations, and women, infants and children enrolled in the (WIC) programs;
- 19.1.2 Adolescents in locations such as teen centers, junior/middle schools, and juvenile detention; and
- 19.1.3 Children of mothers born after September 30, 1983 in countries with chronic hepatitis B infection of two (2) percent or higher (Asia, Africa and northern South America).

19. Activity Nineteen (19) (At the Contractor's Option)

- 19.1 Conduct one (1) or more site visit(s) to each birthing hospital participating in the Perinatal Hepatitis B Program. The Contractor should encourage and ensure policies and procedures for maternal screening, prophylaxis of high-risk infants, and routine immunization of all infants are in place. The Contractor shall provide professional and parent educational materials and offer educational programs to labor and delivery and newborn nursery staff. The Contractor shall report the findings of this visit to AIPO.

20. Activity Twenty (20) (At Contractor's Option)

- 20.1 Continue to have an Immunization Coalition. The Contractor should ensure that the Immunization Coalition Executive Committee meets quarterly to assist with the development of the IAP and propose ways of removing barriers to immunization. The coalition executive committee shall meet at least semi-annually. At least fifty percent (50%) of the members should represent organizations other than the County Department of Public Health.

E. Requirements

- 1. The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children under the age of two (2) years in both the public and private sectors of health care. Funds shall be used for immunization related services and activities and in accordance with any federal and state regulations.

F. State Provided Items

The Arizona Immunization Program Office will provide:

- 1. CoCASA Summary Report (example) which contains Assessment criteria for children twelve to twenty-three (12-23) months old and twenty-four to thirty-five (24-35) months old.

G. Deliverables

The Contractor shall:

- 1. Complete and submit a quarterly Contractor's Expenditure Report (CER) listing all reports/summaries for which reimbursement is due within thirty (30) days of the end of the quarter. The Contractor is expected use the funds received from the CER for immunization-related services and activities and in accordance with any Federal and State regulations.
- 2. Complete and submit reports as indicated in Exhibit One (1), Scheduled Reports Delivery.

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
----------------------------------	--

H. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Immunization Services Manager
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 120
Phoenix AZ 85007
Telephone: 602:364-3626
FAX: 602:364-3285

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Apache County Public Health Services District
P.O. Box 697
St. Johns, AZ 85936
Attn: Chris Sexton, Director
Phone: 928-337-4364
Fax: 928-337-2062
E-Mail: csexton@co.apache.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS13-039571	

Immunization Program
Effective Date: January 1, 2013 through December 31, 2013*

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Salary/Fringe	Quarterly	N/A	Total	\$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age	Quarterly	\$50.00	Visit	As approved by ADHS and authorized by purchase order
Immunization Completion for children zero (0) to eighteen (18) years of age	Quarterly	\$100.00	Visit	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Case	
School/Childcare IDR Management – Preparation and Submittal	Quarterly	\$250.00	Each/per grade level IDR	
Immunization Visit for adults nineteen (19) years of age and older	As funding is available	\$50.00	Visit	
Immunization Visit for Flu Vaccine, in children and adults	When specific flu vaccine funds are available	\$50.00	Visit	

*Prices may be reviewed and adjusted annually over the term of the Contract.

Contract Number	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
ADHS13-039571	

Scheduled Reports Delivery

Reports	Due Date
Immunization Action Plan (IAP)	February 1 st
Quarterly Progress Reports	April 30 th July 31 st October 31 st January 31 st
Childcare Immunization Data Reports	November 15 th
School Immunization Data Reports	November 15 th
Hepatitis B Line Listing Report (submitted with CER)	April 30 th July 31 st October 31 st January 31 st
Contractor Expenditure Report	April 30 th July 31 st October 31 st January 31 st

Contract Number ADHS13-039571	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
----------------------------------	---

Fee for Service Definitions

A. Fixed Price

1. Immunization Administration

- 1.1 "Immunization Visits" is the rate paid to supplement the administration cost for each child immunization visit. Source document: Vaccines for Children Accountability Log to be submitted with the quarterly Contractor's Expenditure Report (CER).
- 1.2 "Completions" is the rate paid for each child who completes (receives) four (4) DTaP, three (3) Polio, one (1) MMR, one to four (1-4) Hib, three (3) Hep B, and one (1) Varicella by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. Source document: ASIIS Completion Report to be submitted with the quarterly CER.

2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

- 2.1 "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported on the Hepatitis B Line Listing Report which shall accompany the quarterly CER.
- 2.2 "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B # 1, and the name of the infant's health provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg -positive mothers should receive Hepatitis #3 optimally by six (6) months of age (a grace period of two months is allowed for a "completed series"). Contract payment will only be paid until twelve (12) months of age. All services will be reported on the Hepatitis B Line Listing Report which shall accompany the quarterly CER.

Contract Number
ADHS13-039571

INTERGOVERNMENTAL AGREEMENT
EXHIBIT TWO (2)

3. Immunization Data Report (IDR) Submission

- 3.1 An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from a school or child care center about children in an age group or at a grade level required by ADHS and posted at http://www.azdhs.gov/phs/immun/idr_forms.htm. IDRs must include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from immunization requirements. In addition to the information listed above, IDRs from child care centers must also include the name or identification number of each enrolled child and the immunization history for each enrolled child. Schools and child care centers are required to submit an annual Immunization Data Report per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.
- 3.2 "Immunization Data Report Submission" is the rate paid per childcare center or per grade level for a school Immunization Data Report. This rate includes at least one site visit to the school or child care center and documentation of the completed Immunization Data Report signed by a representative of the school or child care center, and a member of the CHD staff, submitted with the CER.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **03/13/13**

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

ACPHSD requests approval to enter into a Contractor Agreement with National Association of County and City Health Officials (NACCHO Contract #2013-030701) to provide goods and/or services to enhance the programmatic activities of the Chronic Disease Self-Management Program .

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

See Attached

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **Apache County Public Health Services District** (hereinafter referred to as "Contractor"), with its principal place of business at 323 South Mountain Avenue, Springerville, Arizona 85938.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC (GRANT TITLE # 5U38HM000449-05, CFDA # 93.283) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on February 1, 2013 and shall continue in effect until September 29, 2013, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor \$11,000. All payments will be made in arrears, within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Two invoices may be submitted; 50% upon signing the contract, 50% upon completion of project. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 20 days after the end of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.
All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.
In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
7. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.

8. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
9. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
10. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
11. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
12. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).
13. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
14. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
15. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
16. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
17. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to OMB Circular A-110, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
18. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to OMB Circular A-110, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
19. AUDITING: Contractor agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Contractor is not required to undergo an audit pursuant to OMB Circular A-133 because Contractor receives less than \$500,000 in federal direct or indirect cooperative agreement or grant funds, Contractor will certify to NACCHO that it is not so required. If Contractor is required to undergo an audit pursuant to OMB Circular A-133, Contractor will undergo the required audit and agrees to send a copy of its most recent OMB A-133 audit report and any management letters to NACCHO.
20. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

Contract Specialist

National Association of County and City Health Officials

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

Washington, D.C. 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

FOR CONTRACTOR:

Mary Romero
Program Coordinator Tobacco Education/ Chronic Disease
Apache County Public Health Services District
323 South Mountain Avenue
Springerville AZ 85938
Tel: (928) 333-2415 Ext 224
Fax: (928) 333-5876
Email: mromero@co.apache.az.us

21. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Dawn Richardson

Name: Chris Sexton

Title: Director of Grants and Contracts

Title: Public Health Director

Date: _____

Date: _____

Federal Tax ID No: 86-6000385

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

Demonstrating
LHD-CDSMP Demonstration Site

Apache County Public Health Services Health Department, will work with NACCHO to:

Project requirements:

- Select/Secure a CDSMP Master Trainer to assist you in the development of your CDSMP program
- Select/Secure 2-3 individuals to be trained as your community CDSMP lay leaders
- Have 2-3 individuals trained as CDSMP lay leaders by a Stanford Masters-trained CDSMP instructor
- Establish a training plan to get the community CDSMP lay leaders trained by a licensed Master CDSMP trainer, (lay leaders should not all be from the health department and one should be experiencing a chronic illness)
- Complete 2 community workshops (each training session takes 6 weeks), The training sessions should be conducted within the community in an effort to offer workshops in communities where CDSMP does not currently exist
- Work with area clinical/primary care providers to develop a provider patient referral and clinical linkage process.
- Clinical/primary care linkage must refer clients with a diagnosed-chronic condition to participate in the CDSMP workshops
- Feedback to the clinical/primary care linkage must include the attendance confirmation of each client referred
- Participate in evaluation activities, surveys, interviews and reports
- Participate in LHD grantee conference calls
- Participate in one NACCHO site visit to observe one workshop, if selected
- Assign one staff person as designated lead/liaison to NACCHO CDSMP project
- Complete progress reports and other reporting requirements as requested
- Collect data on workshop participation for the evaluation

Project deliverables

- Progress reports (April 1, June 1, August 1)

- Final report (September 1, 2013)
- Two invoices for payment (March 30, 2013, August 30, 2013)
- Workshop attendance and questionnaires
- Participation in technical assistance and evaluation activities
- Copies of community leader CDSMP training certificate of completion
- Attendance on grantee calls

Project timeline

- February, 2013 – August 30, 2013, 2-3 CDSMP workshops delivered by trained CDSMP leaders.
- March –August 2013* – Progress reports and the evaluation of leaders/workshops and trainings due to NACCHO. (* A detailed schedule and reporting formats will be provided)
- March– August 2013 – Reporting of data on community CDSMP implementation.
- August 30, 2013 – Deadline for workshop(s) implemented.
- September 1-10, 2013 Evaluation activity, program requirement wrap-up
- September 10, 2013- Project period ends

Method of Accountability: Apache County Public Health Services District will participate in project activities, complete the above deliverables, submit progress reports, and two invoices totaling \$11,000 in accordance with the project timeline.

Kimberly Penrod

To: Joe Young
Subject: RE: NACCHO - Apache County Public Health Services District Contract # 2013-030701

Kimberly,

Here is the contract with Chris' name.

Also, I know that Joe mentioned that we are obligating ourselves to do a lot for the amount of the grant, however it is just a supplement for an existing program (CDSMP).

In our budget we will be buying books, supplies, etc. Most of the "requirements" are completed through CDSMP.

Thanks,
Robin

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Tuesday, March 12, 2013 4:27 PM
To: Kimberly Penrod
Cc: Chris Sexton
Subject: RE: NACCHO - Apache County Public Health Services District Contract # 2013-030701

I have reviewed the agreement, and it really is structured more as a contractor agreement for services rather than a grant. However, I was ok with the document as long as the board understands we are obligating ourselves to quite a bit for the \$11,000 in funds. It can be signed by either Chris, or the board itself, after approval.

From: Kimberly Penrod [kpenrod@co.apache.az.us]
Sent: Tuesday, March 12, 2013 12:08 PM
To: Joe Young
Cc: Chris Sexton
Subject: FW: NACCHO - Apache County Public Health Services District Contract # 2013-030701

Joe,

Please review and let us know who should sign the contract.

Thx,

Kimberly



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 03/08/2013 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 ratification of the purchase of 12 Dell computers in the amount of \$10,010.69 through Arizona State Contract # ADSPO10-00000010.

Date & Time Needed: March 19, 2013

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

Legal Review: Sent to Joseph Young for review.

see attached letter

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Tuesday, March 12, 2013 9:47 PM
To: Judith Pepple
Subject: RE: Agenda review *Dell Computers*

I have no issues with the agenda item and the board determining whether to approve such item.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Friday, March 08, 2013 3:17 PM
To: Joe Young
Subject: Agenda review

Dear Joe,

Will you please sign and return the attachment so I can submit this to the Board at their next meeting?

Alternatively, you can send an e-mail indicating your approval of the item.

As ever, thank you for your help with our items.

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

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

Apache County Library District

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

Dear Board of Supervisors:

Using an Arizona State procurement contract I recently purchased 12 replacement computers in the amount of \$10,010.69 for the Apache County Library District using funds from our E-Rate reimbursements.

Regrettably, I forgot to bring the item before the Board for their approval. At the suggestion of the Delwin Wengert and Ryan Patterson, I discussed the matter with Joseph Young by telephone on March 6, 2013. Mr. Young assured me that I had not violated Arizona procurement policy. However, he said it was customary to bring this type of purchase before the Board and therefore recommended I bring it to the Board for their ratification.

Respectfully,

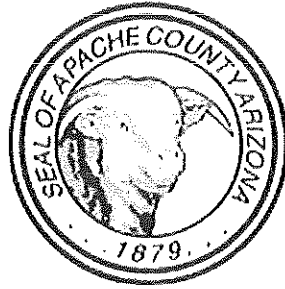
Judith M. Pepple

Judith M. Pepple

Director

March 11, 2013

APACHE COUNTY LIBRARY DISTRICT



Computer Equipment Upgrade & Replacement Policy

April 4, 2012

Introduction Statement

Policies and procedures are essential to develop and maintain a replacement of computer stations and peripherals within the expected and useful lifetime of the equipment; as well as to prevent a propagation of aging, obsolete, out-of-warranty, unsupported, and incompatible equipment.

Cycle of Replacement and Rationale

It is the Apache County Library District's policy to replace computer towers on a 5 year cycle. Computer monitors will be replaced only when a monitor fails and is irreparable. Printers will be evaluated at 5 years, and if still functioning well, and meeting needs, will not be replaced until year 7, or the printer fails.

The rule of thumb for the obsolescence of desktop computers is 3-4 years; however, we have found that our current needs are being met sufficiently to allow for a 5-year cycle. Older PCs that are replaced with newer ones will be 'recycled' as children's stations for games, or for Card Catalog stations, if they are still adequate to meet those needs. Otherwise they will be 'cannibalized' for parts, or sent to auction.

Equipment Standardization

In order to facilitate compatibility, supporting & troubleshooting, and replacement parts we will standardize on the following equipment:

- Workstations – DELL
- Laptops – DELL/TOSHIBA/LENOVO
- Printers – HP (Hewlett Packard)
- Operating System – MICROSOFT
- Productivity Software – MICROSOFT

Hardware Minimum Specifications-PACs

- RAM – 4GB
- HARD DRIVE – 120GB
- CPU – PENTIUM
- OPTICAL DRIVE – DVD-CD/RW
- OS – WINDOWS VISTA (WINDOWS 7 preferred)
- MONITOR – 19 in LCD
- OPTICAL/LASER MOUSE

Software Minimum Specifications-PACs

- Operating System – Vista, Windows 7
- Productivity Software – Microsoft Office 2007 (with Publisher)
- Adobe Reader
- Internet Browser
- SOPHOs Antivirus
- Deep Freeze
- PC Reservation & LPT:One Client Software (Envisionware)

Hardware Minimum Specifications-Staff

- RAM – 4GB
- HARD DRIVE – 150GB
- CPU – PENTIUM
- OPTICAL DRIVE – DVD-CD/RW
- OS – WINDOWS Vista (WINDOWS 7 preferred)
- MONITOR – 20 in LCD
- OPTICAL/LASER MOUSE

Software Minimum Specifications-Staff

- Operating System – Windows Vista
- Productivity Software – Microsoft Office 2007 (with Publisher)
- Adobe Reader
- Internet Browser
- SOPHOs Antivirus

In order to be parsimonious, the IT Department will attempt to use all equipment to its fullest possible life-cycle. Equipment will only be retired when it is no longer able to provide the function it is intended for, and when it is no longer cost-effective to maintain it.

Proposed Replacement for next 3 years		
2012-2013	2013-14	2014-15
RV Library – 2 Patron PCs	Greer – 2 Patron PCs	
SJ Library – 2 Patron PCs	RV – 1 Staff, 2 Patron	
Vernon Library – 3 Patron PCs	SJ Library - 2 staff PCs	
Sanders Library 3 Patron PCs	Sanders – 1 patron pc	
10 Computer Mice	10 Computer Mice	
Possible printer replacement @ one of libraries		
Possible replacement of 5 keyboards	Possible replacement of 10 keyboards	
UPSs – 6 replacement	UPSs 10 replacement	

APPENDIX A

Name	OS	PAC	CPU	RAM	Type	Serial Number	Date Updated	Date Acquired
2004								
RVLIB-STAFF	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	8YXR61	11/17/2008	9/17/2004
VRNPUB01	Windows XP	Yes	Intel Pentium 4	503 MB	Workstation	HXXXG61	2/10/2010	9/17/2004
VRNLBRY01-staff	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	7YXR61	11/21/2008	9/17/2004
SJKids4	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	9ZPFJ81	3/15/2010	5/24/2005
RVPUJ11	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	3YPFJ81	3/1/2010	5/24/2005
CONLIB02	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	6ZPFJ81	2/10/2010	5/24/2005
SANDERSPUB3	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	JZPFJ81	2/10/2010	5/24/2005
SANDERSPUB5	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	HXPFJ81	2/10/2010	5/24/2005
SANDERSPUB6	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	DYPFJ81	2/10/2010	5/24/2005
2005								
GREERLIB3	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	FZPFJ81	3/15/2010	5/24/2005
VRNPUB02	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	DYXR61	2/10/2010	3/3/2006
ALPSTAFF2 (LIB8)	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	9JLJPB1	11/14/2008	3/31/2006
ALPSTAFF1	Windows XP	No		1.0 GB	Workstation		11/14/2008	3/31/2006
ALPSTAFF-POLARIS	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	9JLJPB1	11/14/2008	3/31/2006
SJPUBCHIL1	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	1LJJPB1	2/12/2010	3/31/2006
SJPUBCHIL2	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	8P1JPB1	2/12/2010	3/31/2006
SJLBRY06X6(Kids3)	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	FKJJPB1	2/12/2010	3/31/2006
SJPUB04	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	CK1JPB1	2/12/2010	3/31/2006
SJPUB09	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	JK1JPB1	3/12/2010	3/31/2006
SJLIB_MANAGER	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	JL1JPB1	3/15/2010	3/31/2006
SJPUB07	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	4KJJPB1	2/12/2010	3/31/2006
RVLBRYSTAFF	Windows XP	No	Intel Pentium 4	1.0 GB	Workstation	4J1JPB1	11/17/2008	3/31/2006
RVPUJ06	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	2KJJPB1	11/17/2008	3/31/2006
RVPUJ08	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	D11JPB1	3/12/2010	3/31/2006
CONLIB01	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	7P1JPB1	2/10/2010	3/31/2006
CONPUB07	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	GKJJPB1	2/10/2010	3/31/2006
2006								
SANDERSPUB2	Windows XP	Yes	Intel Pentium 4	1.0 GB	Workstation	9KJJPB1	2/10/2010	3/31/2006

APPENDIX B

IT Budget Projections for 3 years							June 2012
Hardware Detail	2012-13	Estimated Cost	2013-14	Estimated Cost	2014-15	Estimated Cost	Estimated Cost
PCs	5	\$5,500.00	10	\$10,000.00	10	\$10,000.00	\$10,500.00
Printers	1	\$850.00	1	\$850.00	1	\$900.00	\$950.00
Battery Backups	10	\$800.00	10	\$875.00	10	\$875.00	\$900.00
Batteries	4	\$150.00	4	\$175.00	5	\$175.00	\$230.00
Mice	10	\$160.00	10	\$170.00	10	\$170.00	\$180.00
Keyboards	2	\$30.00	2	\$30.00	4	\$30.00	\$70.00
Speakers	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Laptops (w/case)	n/a	n/a	1	\$1,550.00	1	\$1,550.00	\$1,700.00
Projectors	n/a	n/a	1	\$650.00	n/a	\$650.00	n/a
Network Switches	n/a	n/a	1	\$4,000.00	1	\$4,000.00	\$4,500.00
Internet Connectivity (admin bldg)	1	\$2,550.00	1	\$2,550.00	1	\$2,550.00	\$2,550.00
Internet Connectivity-5MB (SI, RV, & Sanders Libs)	3 (15 MB total)	\$38,700.00	3 (15 MB Total)	\$38,700.00	3 (\$38,700.00	
Internet Connectivity-DSL (Alpine, Greer, Vernon, Concho Libs)	4	\$3,839.52	4	\$3,950.00	4	\$3,950.00	\$4,000.00
Hardware Totals:							
Software Detail	2012-13	Estimated Cost	2013-14	Estimated Cost	2014-15	Estimated Cost	Estimated Cost
Deep Freeze (8/1/2013)	152	\$1,216.00	157	\$1,256.00	160	\$1,256.00	\$1,272.00
WebSense-Filter (3/28/2014)	n/a	n/a	175	n/a	n/a	n/a	n/a
Sopho AntiVirus (7/8/2015)	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envisionware	Yearly Maint +5	\$1,025.05	Yearly Maint	\$1,200.00	Yearly Maint	\$1,200.00	\$1,400.00
CompuTrace (laptops)	40	\$1,836.24	40	\$1,950.00	40	\$1,950.00	\$2,000.00
Microsoft Office (TechSoup-PACs only)	n/a	n/a	50	\$1,250.00	n/a	\$1,250.00	n/a
Microsoft Office (Staff)	n/a	n/a	n/a	n/a	30	n/a	\$2,400.00
Software Totals:							
GRAND TOTALS:							

Computers to Replace

Feb/March 2013

GREERLIB8	2-2.5 GHz	2.0 GB	GV2P1D1	3/29/2007	Dell Inc. OptiPlex 745	Microsoft Windows XP Professional Service Pack 3
ELKS	1801 MHz - 2	2.0 GB	1ZFPGF1	8/14/2007	Dell Inc. OptiPlex 330	Microsoft Windows XP Professional Service Pack 3
SANPUB_ POLARIS	1801 MHz - 2	2.0 GB	CYFPGF1	8/14/2007	Dell Inc. OptiPlex 330	Microsoft Windows XP Professional Service Pack 3
SJPUB_ POLARIS	1801 MHz - 2	2.0 GB	GYFPGF1	8/14/2007	Dell Inc. OptiPlex 330	Microsoft Windows XP Professional Service Pack 3
CURT-ACLD	2-2.5 GHz	3.5 GB	8V9WXH1	7/3/2008	Dell Inc. OptiPlex 740 Enhanced	Microsoft® Windows Vista™ Business Service Pack 2
ACLD_DOLLY	3-3.5 GHz	3.3 GB	HQW4MG1	3/11/2008	Dell Inc. OptiPlex 755	Microsoft® Windows Vista™ Ultimate Service Pack 1
ALPSTAFF- POLARIS		1.0 GB	9J1JPB1	3/31/2006	Dell Inc. OptiPlex GX520	Windows XP
SJPUB04	Windows X	1.0 GB	CK1JPB1	3/31/2006	Dell Inc. OptiPlex GX520	Windows XP
CONLIB07	Windows X	1.0 GB	GK1JPB1	3/31/2006	Dell Inc. OptiPlex GX520	Windows XP
GREERLIB1	Windows X	1.0 GB	6K1JPB1	3/31/2006	Dell Inc. OptiPlex GX520	Windows XP
RV PUB07	Windows X	2.0 GB	JV2P1D1	3/29/2007	Dell Inc. OptiPlex 745	Windows XP
SANDERS PUB4	Windows X	2.0 GB		8/21/2007	Dell Inc. OptiPlex 745	Windows XP



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 03/08/2013 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 approval of the updated agreement with Better World Books to participate in their library program which will sell our discarded library materials and select gift materials which are out of scope for our collections.

Date & Time Needed: March 19, 2013

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

Legal Review: Sent to Joseph Young for review.

e-mail response attached Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Apache County Library District

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

Dear Board of Supervisors:

Following your approval to enter into an agreement with Better World Books, at the Board meeting held on January 15, 2013, I completed and submitted the form which would automatically open an account for the Apache County Library District.

In February, Better World Books e-mailed a new agreement form to me (please see attached). In brief, this agreement formalizes the information that was in our general information packet. There was one change in terms: our original information packet indicated payments would be made to us on a quarterly basis, whereas this agreement indicates payments will be made to us on a monthly basis.

I sent the information to Joseph Young for review. His e-mail is attached.

Thank you for your consideration of this item.

Respectfully,

Judith M. Pepple

Judith M. Pepple

Director

March 11, 2013

Judith Pepple

To: Judith Pepple
Subject: FW: Better World Books

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Wednesday, March 06, 2013 1:41 PM
To: Judith Pepple
Subject: RE: Better World Books

Was their any significant provision (other than the change of payments) added in the new agreement that was not part of the original agreement and information packet?

If not, go ahead and sign it, if there are material changes, we would have to go back before the board.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Monday, March 04, 2013 1:51 PM
To: Joe Young
Subject: Better World Books

Dear Joe,

On January 15, 2013 the Board approved our agreement with Better World Books. The third page of the PDF attachment was what they called their agreement form at that time. After having obtained your and the Board's approval, I sent the completed form to Better World Books. In response I received a new five page **Online Book Sales Services Agreement**, (second attachment). Most of the information in the new agreement was previously provided to us in the form of an information packet. Quarterly payments have now been changed to monthly payments.

May I sign and submit this new agreement? Or should I return to the Board of Supervisors for their approval of this specific document?

Please advise.

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

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



ONLINE BOOK SALES SERVICES AGREEMENT
Between Apache County Library District and Better World Books

THIS ONLINE BOOK SALES PROGRAM SERVICES AGREEMENT is made and entered into this 11th day of February, 2013 (the "Effective Date") by the Apache County Library District, located at 30 South 2nd West, St. Johns, Arizona, 85936-2760, hereinafter referred to as "ACLD" and Qumpus, Inc., d/b/a Better World Books, located at 55740 Currant Road, Mishawaka, Indiana, 46545, hereinafter referred to as "BWB".

WITNESSETH:

WHEREAS, BWB is engaged in the business of collecting, transporting, and selling large volumes of Surplus Books (as hereinafter defined), and generating income for libraries, secondhand stores and other large volume donors, as well as to reading and literacy causes around the world; and

WHEREAS, ACLD desires to obtain BWB's services pursuant to the terms and conditions set forth herein; and

WHEREAS, BWB has agreed to provide such services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto promise and agree as follows:

ARTICLE I
Exclusive Reseller

1.1 ACLD hereby engages BWB as its agent to manage, transport, sell and distribute ACLD's Surplus Books and to manage and conduct all Surplus Book distribution and resale services on behalf of ACLD during the term of this Agreement and can be renewed any time thereafter in accordance with the procedure set forth in Paragraph 5.2; and BWB hereby agrees to be retained by ACLD subject to the terms and conditions hereinafter set forth.

1.2 The above exclusivity clause does not prevent ACLD from selling materials at its book sales or online or from donating Surplus Books directly to other non-profit organizations.

ARTICLE II
ACLD's Obligations

2.1 ACLD shall be responsible for selecting, collecting, and packaging all Surplus Books. For purposes of this Agreement, the term "Surplus Books" shall mean all books that ACLD wishes to sell, destroy or give away. These books being in saleable condition (without substantial spine or cover damage, water spots or

other discoloration, torn or missing pages, and without substantial marking) and otherwise in compliance with the Donation Guidelines noted in **Exhibit A**.

2.2 **ACLD** shall provide the Surplus Books ready for pick-up.

2.3 **ACLD** shall comply with the minimum quantity guidelines unless otherwise agreed in writing between the parties. For the purposes of this agreement, the minimum quantity of books per individual shipment is **One Hundred and Fifty books (150) or 6 cartons**.

2.4 **National Center for Family Literacy** is a legitimate 501(c)3 non-profit Literacy Partner that has a proven operating history and is eligible for any proceeds from sales as set forth in Article IV, Paragraph 4.2., Subparagraph (b).

2.5 **ACLD** agrees to adhere to the donation guidelines as laid out in **Exhibit A**.

2.6 **ACLD** shall designate a representative who shall be responsible for administrative matters pertaining to this Agreement who shall have authority to designate and authorize Surplus Books for pick-up, and who shall have access to account and sale information on BWB's website.

ARTICLE III BWB's Obligations

3.1 BWB shall name an Account Manager to handle **ACLD's** account who shall be responsible for administrative matters pertaining to this performance of services under this Agreement.

3.2 BWB shall arrange and pay for all shipment of books from a central freight location designated by **ACLD** to a warehouse storage facility operated by BWB. *Title to the Surplus Books shall pass to BWB when picked up from the central freight location designated by ACLD.* Nothing herein shall limit BWB's ability to discard in an environmentally sensitive manner or donate any of **ACLD's** Surplus Books after BWB has made reasonable efforts to sell the Surplus Books, in accordance with Article IV, Paragraphs 4.5. and 4.6. hereof.

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

3.4 All proceeds of sale shall be collected and disbursed in accordance with Article IV hereof.

ARTICLE IV Distribution of Sales Proceeds and Unsold Books

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

4.2 Proceeds from sales of Surplus Books supplied by **ACLD** shall be disbursed as follows:

(a) **15%** of Net Proceeds are paid on a monthly basis directly to **ACLD**.

(b) **5%** of Net Proceeds are paid on a monthly basis directly to the **National Center for Family Literacy**.

(c) **80%** of Net Proceeds are retained as a commission by BWB to cover all operating expenses incurred in connection with collecting, transporting, processing, inventorying, shipping, marketing, selling, providing customer service, and maintaining and updating its sales software.

4.3 An additional 30% of Net Proceeds are paid to the **ACLD** on a monthly basis for any book processed and sold by the Antiquarian, Rare & Collectable (ARC) Department for an amount equal to or greater than \$500.00 (five-hundred dollars).

4.4 Net Proceeds includes the item's Selling Price, less Marketplace Commission, Discounts and Shipping Charges or Reimbursements.

BWB lists items on over 20 online marketplaces. Marketplace Commission fees range from 15 - 30% of the items sale price. Discounts are used to increase sales and to sell slow moving materials. 10% off two or more used books is a common BetterWorldBooks.com discount. On those sites that offer free shipping, including BetterWorldBooks.com, Shipping Reimbursements range from \$3.00 to \$6.00. Both in terms of marketplace commissions and shipping reimbursements, the higher rates are found on international marketplaces or marketplaces that specialize in antiquarian, rare and collectable materials.

The examples below, from BWB's two top marketplaces, illustrate how Net Proceeds is calculated on a book sold in the U.S. Note that the items in both examples have the same final cost to the consumer - \$13.99 - assuming that Amazon.com's \$3.99 Standard Shipping is added.

Amazon.com*		BetterWorldBooks.com	
\$ 10.00	Sale Price	\$ 13.99	Sale Price
- \$ 1.50	15% MP Commission	- \$ 3.00	Shipping Reimbursement
		- \$ 2.20	20% MP Commission
\$ 8.50	Net Proceeds	\$ 8.79	Net Proceeds

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

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

4.7 Payment of the amount determined in Paragraphs 4.2 and 4.3 above shall be made on a monthly basis and postmarked within thirty (30) days of the end of the month.

4.8 BWB's records relating to the determination of net proceeds and amounts payable to **ACLD** under Paragraph 4.2(a) shall be provided to **ACLD** along with each monthly payment. In addition, BWB shall make available during normal business hours for examination by an accountant selected by **ACLD**, solely for the purpose of verifying payments hereunder, all records which **ACLD** reasonably believes to be relevant to the calculation of the payments. Such examination shall be at **ACLD's** expense.

ARTICLE V
Term and Termination

5.1 This Agreement shall commence as of the date hereof and shall continue thereafter until two years from the Effective Date ("Initial Term").

5.2 This Agreement may be renewed at the option of **ACLD** for two additional one-year terms, (each a "Renewal Term"), upon signature of a renewal contract upon the same terms and conditions as this Agreement, unless otherwise agreed by **ACLD** and **BWB**. **ACLD** shall provide **BWB** reasonable notice prior to the end of the Initial Term or first Renewal Term of its intent to renew.

5.3 Notwithstanding the provisions of Paragraphs 5.1 and 5.2 above, this Agreement and all rights granted to the parties hereto shall immediately terminate upon the occurrence of any of the following:

(a) At the option of **ACLD**, exercised by delivery of a written notice from **ACLD** to **BWB**, at any time subsequent to the breach by **BWB** of its obligations to pay **ACLD** any amounts under this Agreement in the time period and manner described in Article IV, above.

(b) At the option of either party, exercised by delivery of a notice to the other party, if the other party shall have defaulted in any of its other obligations (excepting the payment obligations described in Subparagraph (a), above, which default is not remedied within thirty (30) days after receipt of notice from such party to the other specifying the nature of such default.

5.4 Notwithstanding anything herein to the contrary, **BWB** reserves the unilateral right to refuse to accept any more Surplus Books from **ACLD**, thereupon terminating this Agreement, but such refusal shall not affect its obligation to sell the Surplus Books already received from **ACLD** and inventoried for sale and to pay **ACLD** for Surplus Books sold. Notwithstanding anything herein to the contrary, **ACLD** reserves the unilateral right to terminate this Agreement with thirty (30) days notice to **BWB**.

ARTICLE VI
Confidentiality; Title to Property

6.1 **BWB** and **ACLD** agree that during the course of dealing with each other prior to and through the term of this Agreement, each Party may have or may become aware of information regarding the other Party that is confidential or proprietary in nature, including but not limited to information concerning its business, processes, **ACLD** donors, **ACLD's** administration and its related offices, software, marketing, pricing, formulas, customers, suppliers, vendors, operations, and finances. Therefore, the Parties agree that they will take all reasonable steps necessary to maintain the confidentiality of any such information, to treat any such information as confidential, and not to disclose any such information to any third party without the prior written consent of the non-disclosing Party, unless such third party is an authorized agent or employee that must be familiar with such information in the normal course of their work. The Parties agree not to use any information disclosed between the Parties, or under this Agreement, for any purpose other than the purposes of this Agreement. Notwithstanding the foregoing, the parties acknowledge that the **ACLD** may be required to release such information in order to comply with the the **Arizona** Public Records laws. **BWB** further acknowledges that this Agreement is a public record and subject to disclosure under **Arizona** Public Record Laws.

6.2 Unless stated otherwise, the Parties agree that their obligations under this Section 6.1 shall continue for the duration of the Agreement and for a period of two (2) years beyond any termination or expiration of this Agreement, unless this Agreement is terminated for breach, in which case this Paragraph 6.2 shall have no force or effect. Failure to comply with any provisions in this Section 6 on the part of either Party shall entitle the other Party to equitable remedies in addition to all other remedies at law or under this Agreement.

**ARTICLE VII
Miscellaneous**

7.1 Any notice required or permitted to be given shall be in writing and shall be deemed to be sufficiently given and received in all respects when personally delivered or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the addressee at its last address furnished to the sender in writing by the addressee for the purpose of receiving notices, or, unless or until such address shall have been so furnished, addressed to the addressee at the address indicated below its signature to this Agreement.

7.2 All terms, covenants and conditions of this Agreement are contained herein and in Exhibits A, attached hereto and incorporated herein by reference. There are no other warranties, obligations, covenants or understandings between the parties other than those expressed herein.

7.3 This Agreement may not be assigned by either party without the express prior written consent of the other party hereto; provided, however, that this Agreement and the rights and remedies of the parties hereto shall inure to the benefit of the parties and their corporate successors or the purchasers of substantially all of the assets or stock of either party hereto. Subject to the terms of the foregoing sentence, this Agreement shall be binding upon the parties hereto; their respective successors, legal representatives and permitted assigns.

7.4 The failure of either party to enforce any of this Agreement or its failure to declare a default shall apply only to the particular instance and shall not operate as its continuing waiver or estoppel barring enforcement of any term or provision hereof.

7.5 This Agreement shall be governed by and constructed in accordance with the internal laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day, month and year first above written.

Apache County Library District

QUMPUS, INC
d/b/a Better World Books

By: _____

By: _____

Judith Pepple
Director
30 South 2nd West
St. Johns, Arizona
85936-2760

Christopher R. Johnson
Vice President
11560 Great Oaks Way, Suite 100
Alpharetta, GA 30022

EXHIBIT A

Quantity, Acceptance and Packing Guidelines

Transportation of donated books is BWB's single biggest expense. In order to keep costs low and maintain the percent of net proceeds received by **ACLD** and/or its designated Literacy Partner, **ACLD** agrees to:

1. **Ship** no less than **150** books or **6** cartons at a time;
2. **Please Note:** We do not accept books in poor condition, academic journals, literary criticisms, activity books, books published by magazines, case law and procedural law books, custom course packets, directories, telephone books, Encyclopedia Britannica, World Book Encyclopedia, incomplete encyclopedia sets, LP records, VHS, cassettes, open software sets, periodicals, magazines, tax documents, government documents, The Modern Library Series, Reader's Digest Condensed, or Marquis Who's Who.

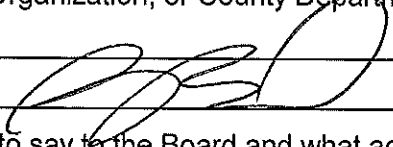
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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:

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
March 5, 2013
St. Johns, Arizona

Present were: Vice Chairman Barry Weller, County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting. Chairman Tom M. White, Jr. participated via the telephone from Washington while attending the National Association of Counties Conference. Supervisor Joe Shirley, Jr. was not available due to travel.

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.

Milton Ollerton gave the invocation.

School Superintendent Barry Williams led the Pledge of Allegiance.

Chairman White called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval of an Intergovernmental Agreement Amendment #1 Reproductive Health, which revised the prior price sheet. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

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

Chairman White called for the regular agenda items.

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

Mr. Wengert presented the Consent items A-G and recommended approval. **Mr. Weller moved approval, seconded by Mr. White.** County Manager/Clerk of the Board: A. Request approval of minutes dated February 19, 2013. B. Request approval of demands dated February 19, 2013 to March 5, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. AMIGO CHEVROLET 6,037.37 ANDERSON RESOURCE GROUP INC 1,685.00 AZ COUNTIES INSURANCE POOL 1,925.60 AZ DEPT OF HEALTH SERVICES 1,075.00 BANK OF THE WEST 3,476.43 BILLS DISCOUNT AUTO PARTS (NAPA) 2,116.09 BRADCO 49,602.13 LAW OFFICE OF MARSHA GREGORY 6,672.00 MADARA ENGINEERING INC 3,766.75 NAVOPACHE ELECTRIC COOPERATIVE 25,150.13 RUSH TRUCK CENTER 1,115.04 SIERRA PROPANE 1,283.58 CLARK, ALBERT N 1,088.82 DELL COMPUTER CORPORATION 5,569.65 DIAMOND DRUGS INC 2,639.93 EMPIRE MACHINERY 1,347.52 FERRELLGAS 1,710.78 FOSTER ELECTRIC MOTOR SERVICE INC 1,108.77 FRONTIER 12,693.23 FX TACTICAL LLC 2,820.96 GRAVES PROPANE CO INC 1,429.50 HILLYARD INC 4,044.17 OFFICE DEPOT 1,406.64 PERFECT PRINTZ LLC

5,055.97 PTS OF AMERICA LLC 2,276.20 QUILL CORP 2,674.40 SHOW LOW FORD INC
 1,899.78 SUMMIT HEALTHCARE ASSOCIATION INC 6,891.53 WILLIAMS LAW GROUP
 PLLC 6,650.00 YAVAPAI COUNTY GOVERNMENT 6,600.00 CLYDE, ASHLEIGH
 2,301.19 Shirley, Joe Junior 1,999.94 Rogers, Kent 1,063.14 Stradling, Reed 1,228.78 Orona,
 Monica 1,089.13 Watkins, Robert 1,550.42 King, Walter Scott 1,119.65 APACHE COUNTY
 MEDICAL 142,808.00 APACHE COUNTY TAX WITHHOLDING 123,321.64 AZ STATE
 RETIREMENT SYSTEM 78,383.69 COLONIAL LIFE AND ACCIDENT INS 1,223.69
 CORRECTIONS OFFICER RET PLAN 7,768.03 CORRECTIONS OFFICER RETIREMENT
 PLAN 520 3,644.21 MERITAIN HEALTH FLEXIBLE SPENDING 1,304.20 MUTUAL OF
 OMAHA 1,207.53 NATIONWIDE 1,560.84 PUBLIC SAFETY PERSONNEL 401 11,142.18
 PUBLIC SAFETY SHERIFF RET 23,717.31 SECURITY BENEFIT GROUP 1,796.00
 SUPPORT PAYMENT CLEARINGHOUSE 2,648.60 ADHS AZ HEALTH CARE COST
 22,400.00 AMAZON COM INC 3,331.91 AMERIGAS – GALLUP 1,089.16 AMIGO
 CHEVROLET 1,504.41 ARIZONA YOUTH PARTNERSHIP 6,250.00 ASHTON'S REPAIR
 INC 1,347.92 AVAYA COMMUNICATIONS 1,381.19 AZLGEBT 265,651.27 BANK OF THE
 WEST 2,013.02 BRADCO 28,512.50 BRANCO MACHINERY COMPANY 3,526.45
 CDW GOVERNMENT LLC 1,505.61 COMMUNITY COUNSELING CENTERS INC
 34,200.00 DELL COMPUTER CORPORATION 3,592.82 EMBASSY SUITES 1,910.52
 FERRELLGAS 1,302.82 FRONTIER 8,149.28 GOLIGHTLY TIRE 4,239.78 GOODYEAR
 AUTO SERVICE 1,494.98 GRAVES PROPANE CO INC 4,262.83 GREENBERG
 CLARK INC 1,500.00 INGRAM LIBRARY SERVICES 6,551.22 J&J SIGNS AND
 DESIGNS 1,535.00 JURYS WYOMING HOTEL LLC 3,206.00 KATHLEEN M
 MCGUIRE PSY D LLC 1,767.50 MEDIANET SOLUTIONS INC 1,196.00 NAVAJO
 COUNTY 6,670.69 NAVAJO TRIBAL UTILITY AUTHORITY 2,003.04 NAVAJO
 TRIBAL UTILITY AUTHORITY 3,311.11 NAVAJO TRIBAL UTILITY AUTHORITY
 1,824.21 NAVOPACHE ELECTRIC COOPERATIVE 2,813.22 NIELSEN WELL
 DRILLING 9,818.03 NORCHEM DRUG TESTING LABORATORY 1,204.71
 OAKES, CHRISTOPHER L 1,088.82 OVERDRIVE INC 1,561.47 PATTERSON, DANA
 BRYCE 6,650.00 PIMA COUNTY MEDICAL 4,400.00 PRODUCTIVE CORPORATION
 4,618.50 QUILL CORP 2,522.82 SECURUS TECHNOLOGIES INC 1,326.96 SIERRA
 PROPANE 2,363.65 SPIVEY, LANCE 1,093.27 THE WOOD LAW OFFICE (RONALD
 WOOD) 6,650.00 US GEOLOGICAL SURVEY 7,500.00 VERIZON WIRELESS
 1,621.05 YAVAPAI COUNTY GOVERNMENT 7,750.00 YOUTH DEVELOPMENT
 INSTITUTE 9,850.00 ANDERSON, CHARLI A 1,097.32 AZ DEPT OF REVENUE 1,804.35
 C. Request approval of a Special Event Liquor License Application for Ann Avenenti with the
 Corporal Joe McCarthy American Legion Auxiliary for the Memorial Day Parade and Luncheon
 on May 27, 2013 from 9:00 a.m. to 5:00 p.m. at the Lions Club Park in Concho, Arizona.
 Personnel Items: D. Treasurer's Office: Request authorization to remove Analese Castillo, Tax
 Lien & Bankruptcy Supervisor from probationary status effective March 1, 2013 with the 2.5%
 end of probation increase. E. Recorder's Office: Request approval to hire a temporary, part time
 Administrative Assistant II (20 hours per week), not to exceed 120 days. F. Probation Services:
 Request authorization to remove Rebekah Dickens, Juvenile Detention Officer, from
 probationary status effective February 13, 2013 with the 2.5% end of probation increase. G.
 Assessor's Office: Request authorization to remove Jessica Dargie from probationary status
 effective February 27, 2013 with the 2.5% end of probation increase. Vote was unanimous.

Ferrin Crosby, County Engineer requested approval of a resolution to abandon a portion of County Road N6232, a non-maintained road in a 40acre subdivision and the applicants have gone through all of the required processes and statutes to get this done and recommended that this be abandoned. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Weller thanked Mr. Crosby for educating him on the abandonment process and stated that this is not something that the county does lightly; a great deal of study and time was put in by the Engineering Department to do their best to assure this doesn't cause conflict with other property owners. Mr. Walsh, a resident of Vernon, Arizona stated that he was not aware of a resolution according to the agenda and all of the past resolutions approved by this board have been on the agenda and there is no resolution. Mr. Walsh stated that he also wanted to know if this type of vote requires all three Board members to vote on it because there are some types of abandonments that require all three members vote on it. Mr. Weller stated that he had not read the resolution and asked if the resolution was in the backup material. County Attorney Whiting responded that the resolution was attached to item #3 and he and Attorney Joe Young have reviewed this item and have also discussed it with Mr. Crosby. Mr. Whiting stated that any vote by the Board regarding an abandonment, only requires a majority of the quorum, not a full Board. Motion passed.

**APACHE COUNTY
RESOLUTION 2013-03**

WHEREAS a request has been made by Lisa Ann Family Trust that the Apache County Board of Supervisors abandon a portion of County Road #N6232, an Unnamed, Non-Maintained Public Easement in Section 25, Township14 North, Range 29 East of Carrizo Ranches, Apache County, Arizona as it is recorded in the records of Apache County Land Surveys Book 10, Page 39, (11 of 32); and

WHEREAS said Roadway or County Road #N6232 is a public easement, for the use of the public; and

WHEREAS said portion of road is surrounded by lots #129 through lot #136 said lots are owned by one owner; being: the Lisa Ann Family Trust; and

WHEREAS said roadway is bound by State Trust Land on the East and West and therefore no users or potential users at the end of the road, and

WHEREAS it appears that such roadway is not necessary for public use as a roadway, and the application should be granted;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Apache County, Arizona that the portion of roadway known as County Road #N6232 as described in **Exhibit "A"** is hereby abandoned and extinguished for roadway purposes in accordance with the legal description in **Exhibit "A"**, all the right, title, claim and interest of the County of Apache and the public therein is hereby conveyed to the owner of the abutting land. Said Portion of County Road #N6223 being 60' wide and 5271.52' long, plus or minus. Legal description of said street is as follows:

EXHIBIT "A"

ABANDONMENT

A public easement know as County Road N6232, or the south 30 feet of Parcel 129 through Parcel 132 inclusive, and the north 30 feet of Parcel 133 through Parcel 136 inclusive, of Corrizo Ranches, Section 25, Township 14 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, as recorded in Apache County Records, Book 10 Land Surveys, Page 39, (11 of 32).

BE IT FURTHER RESOLVED THAT Apache County hereby abandons the roadway and extinguishes the easement without compensation from the owners per ARS 28-7208 and 7214; reserving unto the same any easement for utility purposes.

DATED this 5th day of March 2013.

/s/ Tom M. White, Jr., Chairman
Board of Supervisors, Apache County

/s/ Michael Whiting
County Attorney, Apache County

Amanda McComb, Chief Deputy Treasurer, requested approval of a contract with John Smith at \$45.00 per hour, through June 30, 2013 at a not to exceed amount of \$20,000. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Weller stated that the Treasurer's office has gone through a tremendous amount of change and some of the issues which took place last year makes everyone ill at ease but focuses on how important the Treasurer's Office is to the management of the funds for the County. Mr. Weller stated that this is a critical position and he appreciates everyone involved, especially Treasurer Begay working to get this contract in place so we can get through this transitional, temporary situation. George Walsh, a resident of Vernon, Arizona stated that the only concern he has is that the contract is through June 30, 2013 because as Mr. Weller is aware, there have been some incidents where things are time set but continue on without Board approval. Mr. Wengert stated that this contact will be watched just as other contracts are watched and that is why these things are decided in the public so there is no problem with this going past June 30, 2013. Motion passed.

Mr. Weller moved to adjourn, seconded by Mr. White. Motion passed.

Approved this 19th day of March, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

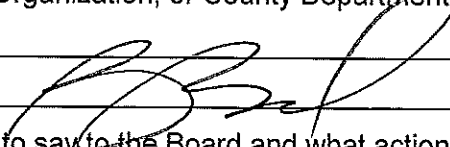
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number			
1400 Finance	Wells Fargo	03/13/2013	1006076			
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	2467 - A & E REPROGRAPHICS	94865	maintenance agreement	03/11/2013	03/13/2013	1,998.00
	2375 - ADVANCE FORENSIC ASSESSMENTS INC	378480	PROBATION	01/29/2013	03/13/2013	400.00
	1436 - ALPINE PROPANE	8368	ALPINE PUBLIC LIBRARY	01/29/2013	03/13/2013	163.25
	1436 - ALPINE PROPANE	8519	APLINE PUBLIC LIBRARY	03/05/2013	03/13/2013	288.39
	1214 - ALPINE WATER AND SANITARY	160260101FEB13	ACCT 1602601.01	02/28/2013	03/13/2013	78.70
	1214 - ALPINE WATER AND SANITARY	160260201FEB13	ACCT 1602602.01	02/28/2013	03/13/2013	64.69
	1500 - ALSCO INC	LPH0760427	CUST # 630006	02/26/2013	03/13/2013	105.38
	1500 - ALSCO INC	LPH0762807	CUST# 630006	03/05/2013	03/13/2013	105.38
	1513 - AMAZON COM INC	113360831513	ACCT 60457 8781 019416 3	02/07/2013	03/13/2013	14.14
	1513 - AMAZON COM INC	212450185666	ACCT 60457 8781 019416 3	02/08/2013	03/13/2013	9.10
	1513 - AMAZON COM INC	219147090188	ACCT 60457 8781 017319 1	02/07/2013	03/13/2013	14.13
	1513 - AMAZON COM INC	232588383692	ACCT 60457 8781 019416 3	02/08/2013	03/13/2013	8.76
	1513 - AMAZON COM INC	245149349082	ACCT 60457 8781 019416 3	02/07/2013	03/13/2013	32.46
	1513 - AMAZON COM INC	36704606795	ACCT 60457 8781 019416 3	02/07/2013	03/13/2013	9.05
	1513 - AMAZON COM INC	63515256737	ACCT. 60457 8781 017319 1	02/07/2013	03/13/2013	8.75
	1513 - AMAZON COM INC	7698830521	ACCT 60457 8781 019416 3	02/07/2013	03/13/2013	14.89
	1802 - AMIGO CHEVROLET	292639	Amigo - February Blanket	02/28/2013	03/13/2013	294.53
	1802 - AMIGO CHEVROLET	CVM292084	PART OF PO # 9863 WHICH WAS CLOSED	01/30/2013	03/13/2013	521.35
	1978 - APACHE COUNTY	APLFEB13	POSTAGE	03/04/2013	03/13/2013	41.52
	1978 - APACHE COUNTY	SJPLFEB13	FEB POSTAGE	03/05/2013	03/13/2013	96.90
	1978 - APACHE COUNTY	SPLFEB13	POSTAGE	03/04/2013	03/13/2013	59.29
	1978 - APACHE COUNTY	VPLFEB13	FEB POSTAGE	03/05/2013	03/13/2013	49.87
	1247 - ASHTON'S REPAIR INC	27728	ADULT PROBATION	02/25/2013	03/13/2013	91.00
	1247 - ASHTON'S REPAIR INC	27762	LIBRARY DISTRICT	03/04/2013	03/13/2013	46.28
	1247 - ASHTON'S REPAIR INC	27763	LIBRARY DISTRICT	03/04/2013	03/13/2013	37.19
	1247 - ASHTON'S REPAIR INC	27776	B&M	03/11/2013	03/13/2013	451.47
	1247 - ASHTON'S REPAIR INC	27777	B&M	03/11/2013	03/13/2013	433.47
	1247 - ASHTON'S REPAIR INC	27781	SHERIFF	03/06/2013	03/13/2013	117.00
	1247 - ASHTON'S REPAIR INC	27782	SHERIFF	03/06/2013	03/13/2013	60.00
	1211 - ASTRO DISTRIBUTING	41211	SOLENOID SHUT OFF VALVE	02/12/2013	03/13/2013	722.92
	1708 - AT&T	6882263MAR13	ACCT 030 356 0705 001	03/04/2013	03/13/2013	63.03
	1468 - AUTO SAFETY HOUSE LLC	3230640003	ACCT 05480	03/05/2013	03/13/2013	210.50
	1864 - AZ BRAKE & CLUTCH SUPPLY	422487	Automotive Repair and Maintenance	02/18/2013	03/13/2013	553.83
	1023 - AZ CORRECTIONAL EDUCATORS	1317	Symposium	02/21/2013	03/13/2013	855.00
	1069 - AZ COUNTIES INSURANCE POOL	3013096	MANAGERS OFFICE	03/04/2013	03/13/2013	772.49
	1071 - AZ COURTS ASSN	30713HARVEY	REGISTRATION	03/07/2013	03/13/2013	185.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1071 - AZ COURTS ASSN	30713YAZZIE	REGISTRATION	03/07/2013	03/13/2013	185.00
1072 - AZ DEPT OF CORRECTIONS	170FEB13	INMATE LABOR	02/21/2013	03/13/2013	120.00
1072 - AZ DEPT OF CORRECTIONS	22613	INMATE LABOR	02/26/2013	03/13/2013	310.39
1074 - AZ DEPT OF HEALTH SERVICES	ADHS022013	HEALTH DEPT	03/01/2013	03/13/2013	1,275.00
1075 - AZ DEPT OF PUBLIC SAFETY	1899517	FINGERPRINT CLEARANCE CARD	03/06/2013	03/13/2013	67.00
1919 - AZ HOMICIDE INVESTIGATORS ASSOCIATION	41513HERRERA	SHERIFF	03/11/2013	03/13/2013	250.00
1919 - AZ HOMICIDE INVESTIGATORS ASSOCIATION	FY1213HERRERA	SHERIFF	03/12/2013	03/13/2013	20.00
1467 - AZBO REGISTRAR	REGHIGHTOWER	BUILDING OFFICIALS SPRING EDUCATION	03/12/2013	03/13/2013	510.00
1101 - AZLGEBT	30113	MEDICAL	03/01/2013	03/13/2013	255,320.49
1101 - AZLGEBT	31313	DENTAL PAYMENT	03/01/2013	03/13/2013	15,943.55
2822 - BACK TO LIFE INC	351302	JUVENILE PROBATION	02/05/2013	03/13/2013	1,440.00
2822 - BACK TO LIFE INC	351303	JUVENILE PROBATION	02/05/2013	03/13/2013	2,700.00
2823 - BAHE LAHOMAH A	30413	REIMBURSEMENT	03/04/2013	03/13/2013	6.77
1554 - BAKER & TAYLOR BOOKS	W89453230	ACCT 75031785	02/26/2013	03/13/2013	56.58
1554 - BAKER & TAYLOR BOOKS	W89453231	ACCT 75031785	02/26/2013	03/13/2013	208.06
1554 - BAKER & TAYLOR BOOKS	W89453232	ACCT 75031785	02/26/2013	03/13/2013	32.48
1056 - BARKMAN EVAN C	201418	RETIREMENT	03/04/2013	03/13/2013	184.37
1904 - BASHAS' CORPORATE OFFICE	288381	DISTRICT 1	11/20/2012	03/13/2013	3.72
1904 - BASHAS' CORPORATE OFFICE	288712	Supplies	02/19/2013	03/13/2013	41.48
1904 - BASHAS' CORPORATE OFFICE	288772	Supplies	02/04/2013	03/13/2013	31.34
1398 - BATTERIES PLUS	33210686001	CUT # 9283377667	03/06/2013	03/13/2013	51.54
1222 - BAUMAN HOME AND AUTO INC	12900534942	ACCT 461008	02/12/2013	03/13/2013	23.32
1222 - BAUMAN HOME AND AUTO INC	12900535486	ACCT 461008	02/20/2013	03/13/2013	31.35
1222 - BAUMAN HOME AND AUTO INC	12900535566	ACCT 461008	02/21/2013	03/13/2013	28.16
1222 - BAUMAN HOME AND AUTO INC	12900535823	acct 461008	02/26/2013	03/13/2013	14.40
1222 - BAUMAN HOME AND AUTO INC	12900535882	ACCT 461008	02/26/2013	03/13/2013	3.95
1222 - BAUMAN HOME AND AUTO INC	12900535886	ACCT 461008	02/26/2013	03/13/2013	26.40
1222 - BAUMAN HOME AND AUTO INC	12900535927	acct 461008	02/27/2013	03/13/2013	14.40
1222 - BAUMAN HOME AND AUTO INC	12900536230	acct 461008	03/04/2013	03/13/2013	14.29
1222 - BAUMAN HOME AND AUTO INC	12900536292	ACCT 461009	03/04/2013	03/13/2013	6.15
1222 - BAUMAN HOME AND AUTO INC	12901615934	ACCT 561079	02/12/2013	03/13/2013	2.47
1222 - BAUMAN HOME AND AUTO INC	12901616462	ACCT 561079	02/19/2013	03/13/2013	29.36
1222 - BAUMAN HOME AND AUTO INC	12901616947	ACCT 561079	02/27/2013	03/13/2013	1.64
1222 - BAUMAN HOME AND AUTO INC	12901617027	ACCT 561079	02/28/2013	03/13/2013	22.22
1222 - BAUMAN HOME AND AUTO INC	12901617439	acct 560100	03/06/2013	03/13/2013	5.27
2669 - BEGAY MARLEITA	22813R	MEET WITH NAVAJO COUNT TREASURER	03/06/2013	03/13/2013	118.62
1370 - BEGAY SARAH MAE	1958	LIBRARY	03/01/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1959	LIBRARY	03/04/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1960	LIBRARY	03/01/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1963	LIBRARY	03/05/2013	03/13/2013	38.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1370 - BEGAY SARAH MAE	1964	PUBLIC HEALTH	03/04/2013	03/13/2013	35.00
1370 - BEGAY SARAH MAE	1966	LIBRARY	03/04/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1967	PUBLIC HEALTH	03/04/2013	03/13/2013	55.00
1370 - BEGAY SARAH MAE	1970	LIBRARY	03/05/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1971	LIBRARY	03/05/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1972	LIBRARY	03/05/2013	03/13/2013	38.00
1370 - BEGAY SARAH MAE	1976	GYM/ ELECTION	03/05/2013	03/13/2013	40.00
1370 - BEGAY SARAH MAE	1977	ATTORNEY/PROBATION	03/06/2013	03/13/2013	55.00
1370 - BEGAY SARAH MAE	1979	ANNEX	03/05/2013	03/13/2013	75.00
1425 - BENALLY JULIA	32413A	STATE OUTREACH MEETING	03/07/2013	03/13/2013	81.00
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	729859	Bills Napa - February Blanket	02/05/2013	03/13/2013	69.05
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730080	Bills Napa - February Blanket	02/07/2013	03/13/2013	49.08
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730699	Bills Napa - February Blanket	02/13/2013	03/13/2013	79.77
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730714	Bills Napa - February Blanket	02/13/2013	03/13/2013	276.18
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730843	Bills Napa - February Blanket	02/14/2013	03/13/2013	121.56
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730888	Bills Napa - February Blanket	02/14/2013	03/13/2013	41.61
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730903	Bills Napa - February Blanket	02/14/2013	03/13/2013	4.05
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730912	Bills Napa - February Blanket	02/14/2013	03/13/2013	40.55
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730914	Bills Napa - February Blanket	02/14/2013	03/13/2013	16.00
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	730960	Bills Napa - February Blanket	02/14/2013	03/13/2013	156.91
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	731506	Bills Napa - February Blanket	02/20/2013	03/13/2013	85.39
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	732127	Bills Napa - February Blanket	02/26/2013	03/13/2013	4.06
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	732199	Bills Napa - February Blanket	02/06/2013	03/13/2013	25.58
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	732263	Bills Napa - February Blanket	02/27/2013	03/13/2013	195.79
1105 - BILLS DISCOUNT AUTO PARTS (NAPA)	732526	Bills Napa - February Blanket	02/28/2013	03/13/2013	48.87
1704 - BLACK DIAMOND AUTO GLASS II	INV0014881	Window tinting	02/19/2013	03/13/2013	1,418.30
1234 - BLUE HILLS ENVIRONMENTAL	44407	SANDERS COURT	02/06/2013	03/13/2013	3.00
1234 - BLUE HILLS ENVIRONMENTAL	44479	Supplies	02/19/2013	03/13/2013	75.50
1234 - BLUE HILLS ENVIRONMENTAL	44480	BRIDGE	02/19/2013	03/13/2013	70.50
1234 - BLUE HILLS ENVIRONMENTAL	7412	Refuse Disposal	01/23/2013	03/13/2013	3.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1234 - BLUE HILLS ENVIRONMENTAL	7413	SANDERS COURT	01/25/2013	03/13/2013	3.00
1234 - BLUE HILLS ENVIRONMENTAL	7416	SANDERS COURT	02/08/2013	03/13/2013	3.00
1234 - BLUE HILLS ENVIRONMENTAL	7421	SANDERS COURT	02/20/2013	03/13/2013	3.00
1234 - BLUE HILLS ENVIRONMENTAL	9136809	ACCT 102064	03/01/2013	03/13/2013	1,053.79
1234 - BLUE HILLS ENVIRONMENTAL	9136829	ACCT 102675	03/01/2013	03/13/2013	61.90
1234 - BLUE HILLS ENVIRONMENTAL	9136845	ACCT 103064	03/01/2013	03/13/2013	147.96
1234 - BLUE HILLS ENVIRONMENTAL	9136852	ACCT 103244	03/01/2013	03/13/2013	83.12
1234 - BLUE HILLS ENVIRONMENTAL	9136889	104028	03/01/2013	03/13/2013	52.58
1234 - BLUE HILLS ENVIRONMENTAL	9136955	105637	03/01/2013	03/13/2013	107.88
1234 - BLUE HILLS ENVIRONMENTAL	9136966	ACCT 105809	03/01/2013	03/13/2013	92.87
1164 - BRADCO	10840	Fuel	02/14/2013	03/13/2013	28,217.08
1164 - BRADCO	10993	ACCT 50031	02/22/2013	03/13/2013	6,798.66
1164 - BRADCO	10994	ACCT 50037	02/22/2013	03/13/2013	3,433.60
1164 - BRADCO	11086	Unleaded fuel for Teeconspos Yard	02/25/2013	03/13/2013	6,616.33
1799 - BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	83339	Supplies	02/19/2013	03/13/2013	114.37
1799 - BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	83421	Supplies	02/22/2013	03/13/2013	41.48
1540 - CALIFORNIA CONTRACTORS TOOLS & SUPPLIES	JJ55773	safety supplies	02/25/2013	03/13/2013	610.50
1747 - CDW GOVERNMENT LLC	Z172613	ACCT 0413491	02/25/2013	03/13/2013	490.34
1747 - CDW GOVERNMENT LLC	Z298278	ACCT 0413491	02/27/2013	03/13/2013	274.70
1747 - CDW GOVERNMENT LLC	Z384527	Earphones	02/28/2013	03/13/2013	51.94
1274 - CELLULAR ONE NE AZ	2512369	ACCT 00301582296	02/25/2013	03/13/2013	214.36
1274 - CELLULAR ONE NE AZ	2512979	ACCT 00302005683	02/25/2013	03/13/2013	90.10
1274 - CELLULAR ONE NE AZ	2524185	ACCT 00302166172	03/07/2013	03/13/2013	114.32
1909 - CENTER POINT LARGE PRINT	1078825	LIBRARY DISTRICT	03/01/2013	03/13/2013	82.68
1098 - CHAVEZ LILLIAN	2306903190114	SHERIFF	03/10/2013	03/13/2013	37.14
1300 - CIRIVELLO MICHAEL V	S2833DV1	JAIL	03/07/2013	03/13/2013	178.55
1986 - COURTESY CHEVROLET	141986	ACCT S2060	03/06/2013	03/13/2013	36.97
1408 - CROSBY FERRIN	32713A	RDS & ST CONFERENCE	03/06/2013	03/13/2013	341.88
1774 - CROSS EXTERMINATING	79148	ACCT 928-337-4200	02/21/2013	03/13/2013	60.00
1447 - CUPPS WILLIAM	201418	RETIREMENT	03/04/2013	03/13/2013	220.00
2763 - DAVIS CARMELITA	22513	DISTRICT II ROADS	02/25/2013	03/13/2013	194.52
1248 - DAVIS TRUE VALUE HARDWARE	33577	B&M	02/25/2013	03/13/2013	74.85
1248 - DAVIS TRUE VALUE HARDWARE	33586	RV RD YD	02/27/2013	03/13/2013	40.70
1125 - DELL COMPUTER CORPORATION	XJ3JR5JF5	e-quote 1014815354998 ultrasharp monitors	02/26/2013	03/13/2013	1,248.96
1125 - DELL COMPUTER CORPORATION	XJ3KJ52W3	Computers	02/27/2013	03/13/2013	37.25
1717 - DIAMOND DRUGS INC	CN000082186	ASSOC. WITH PO#1174	02/28/2013	03/13/2013	(992.20)
1717 - DIAMOND DRUGS INC	INV000342963	Inmate Medication	02/28/2013	03/13/2013	1,702.29
1689 - DISH NETWORK	88796532MAR13	8288 7070 8879 6532	02/23/2013	03/13/2013	110.25
1689 - DISH NETWORK	89485234MAR13	8255 7070 8949 5234	02/24/2013	03/13/2013	107.80
2671 - DOUGLAS LETICIA A	31113A	SUPERIOR COURT	03/11/2013	03/13/2013	40.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
2671 - DOUGLAS LETICIA A	31113B	SUPERIOR COURT	03/11/2013	03/13/2013	40.00
1404 - DOYLE WILLIAM E	2013001	ELECTION DEPT	03/04/2013	03/13/2013	2,131.89
1419 - DOYLES AUTO BODY INC	13049	SJ RD YD	04/06/2013	03/13/2013	268.16
1347 - EAGAR BRANNON	21913R	MT. AZ ST FORESTRY DISPATCH	03/06/2013	03/13/2013	81.00
1347 - EAGAR BRANNON	30413R	LAW ENFORCEMENT TMP	03/06/2013	03/13/2013	97.00
1523 - EMBASSY SUITES	81135157EAGAR	SHERIFF	03/04/2013	03/13/2013	159.71
1587 - EMPIRE MACHINERY	EMPC0424551	ACCT 0055921	02/14/2013	03/13/2013	(5.83)
1587 - EMPIRE MACHINERY	EMPC0425148	REF TO PO 972	02/22/2013	03/13/2013	(1,139.61)
1587 - EMPIRE MACHINERY	EMPS3066203	Empire - February Blanket	02/08/2013	03/13/2013	1,453.03
1587 - EMPIRE MACHINERY	EMPS3066204	Empire - February Blanket	02/08/2013	03/13/2013	740.44
1587 - EMPIRE MACHINERY	EMPS3067814	ACCT 0055921	02/12/2013	03/13/2013	359.87
1587 - EMPIRE MACHINERY	EMPS3068072	Empire - February Blanket	02/12/2013	03/13/2013	52.72
1587 - EMPIRE MACHINERY	EMPS3068661	ACCT 0055921	02/13/2013	03/13/2013	57.74
1587 - EMPIRE MACHINERY	EMPS3068858	Empire - February Blanket	02/13/2013	03/13/2013	321.78
1587 - EMPIRE MACHINERY	EMPS3069413	ACCT 0055921	02/14/2013	03/13/2013	23.73
1587 - EMPIRE MACHINERY	EMPS3074131	REF TO PO 972	02/22/2013	03/13/2013	1,139.61
1587 - EMPIRE MACHINERY	EMPS3074313	CLIENT # 004529	02/22/2013	03/13/2013	103.99
1587 - EMPIRE MACHINERY	EMPS3075570	Empire - February Blanket	02/26/2013	03/13/2013	429.25
1587 - EMPIRE MACHINERY	EMPS3077402	Repairs and Maintenance	02/27/2013	03/13/2013	607.65
1587 - EMPIRE MACHINERY	EMVVK2073780	CLIENT# 0004529	02/26/2013	03/13/2013	260.93
1815 - EMTAP ENTERPRISES	EDT 62	EMPTAP - February Blanket	02/22/2013	03/13/2013	710.01
1815 - EMTAP ENTERPRISES	EDT052	EMPTAP - February Blanket	02/07/2013	03/13/2013	60.90
1815 - EMTAP ENTERPRISES	EDT057	EMPTAP - February Blanket	02/12/2013	03/13/2013	334.90
1133 - FERRELLGAS	1072022211	DISTRICT 1	02/13/2013	03/13/2013	947.70
1133 - FERRELLGAS	1075290657	ACCT 56782684	02/27/2013	03/13/2013	1,138.90
1546 - FLEET PRIDE	48645286	DISTRICT II	07/02/2012	03/13/2013	142.96
1546 - FLEET PRIDE	49204769	DISTRICT II	08/06/2012	03/13/2013	(63.96)
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GG445508	4 comrs - February Blanket	02/13/2013	03/13/2013	52.38
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GG446154	Supplies	02/25/2013	03/13/2013	146.64
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GR00113154	Supplies	02/28/2013	03/13/2013	78.75
1807 - FOUR CORNERS WELDING & GAS SUPPLY	GR00113155	4 comrs - February Blanket	02/28/2013	03/13/2013	56.70
1807 - FOUR CORNERS WELDING & GAS SUPPLY	SERVICECHARGE	4 comrs - February Blanket	02/28/2013	03/13/2013	3.63
1135 - FRONTIER	1121196FEB13	928-112-1196-030701-1	02/15/2013	03/13/2013	649.12
1135 - FRONTIER	1960797MAR13	928-196-0797-051903-8	03/01/2013	03/13/2013	436.00
1135 - FRONTIER	3336400FEB13	928-333-6400-032210-8	02/22/2013	03/13/2013	1,429.89
1135 - FRONTIER	3391816MAR13	ACCT 928-339-1816-121107-8	03/01/2013	03/13/2013	50.52
1135 - FRONTIER	7552895FEB13	928-755-2895-010813-8	02/25/2013	03/13/2013	90.52
1135 - FRONTIER	7555000MAR13	ACCT 928-755-5000-12709-8	03/01/2013	03/13/2013	64.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1135 - FRONTIER	7555001MAR13	928-755-5001-102709-8	03/01/2013	03/13/2013	65.03
1135 - FRONTIER	7555002MAR13	928-755-5002-102709-8	03/01/2013	03/13/2013	65.03
1511 - FULTON LENORA Y	32413A	INDIAN & TRIBAL LEG DAY	03/08/2013	03/13/2013	173.33
1714 - GALL'S INC (ARAMARK)	BC0011013	ACCT 3656981	02/27/2013	03/13/2013	99.43
1803 - GALLUP LUMBER & SUPPLY	447039	Gal Lumbr - February Blanket	02/06/2013	03/13/2013	211.01
1803 - GALLUP LUMBER & SUPPLY	447655	Gal Lumbr - February Blanket	02/13/2013	03/13/2013	11.88
1803 - GALLUP LUMBER & SUPPLY	448487	Gal Lumbr - February Blanket	02/21/2013	03/13/2013	78.79
1803 - GALLUP LUMBER & SUPPLY	448499	Gal Lumbr - February Blanket	02/21/2013	03/13/2013	4.86
1843 - GOLIGHTLY TIRE	177881	CAHMBER RD YD	02/16/2013	03/13/2013	87.08
1843 - GOLIGHTLY TIRE	1GS77938	MOTOR GRADER TIRES	02/22/2013	03/13/2013	4,291.34
1744 - GRAINGER	9081902067	ACCT 808429351	03/04/2013	03/13/2013	91.25
1744 - GRAINGER	9084372813	ACCT 883060642	03/06/2013	03/13/2013	121.31
1199 - GRAVES PROPANE CO INC	949998	ACCT 9001800-17	02/13/2013	03/13/2013	1,159.74
1199 - GRAVES PROPANE CO INC	950095	ACCT 9001800-15	02/25/2013	03/13/2013	1,302.32
1199 - GRAVES PROPANE CO INC	950096	ACCT 9001800-21	02/25/2013	03/13/2013	372.70
1199 - GRAVES PROPANE CO INC	950336	ACCT 9001800-6	02/28/2013	03/13/2013	660.63
1199 - GRAVES PROPANE CO INC	950357	ACCT 9001800-1	03/01/2013	03/13/2013	255.99
1199 - GRAVES PROPANE CO INC	950359	ACCT 9001800-12	03/01/2013	03/13/2013	876.20
1199 - GRAVES PROPANE CO INC	950373	ACCT 9001800-15	03/04/2013	03/13/2013	731.92
1199 - GRAVES PROPANE CO INC	950382	ACCT 9001800-9	03/06/2013	03/13/2013	340.39
1757 - GUINN ADA C	22113R	EMI EMMITSBURG, MD	03/11/2013	03/13/2013	122.49
2660 - H & C STARTER AND ALTERNATOR	79146B	Battery	02/28/2013	03/13/2013	268.72
1192 - HILLYARD INC	600594780	CUS# 216811	02/27/2013	03/13/2013	207.93
2771 - HINKLEY SIGNS LLC	379	lamps & update panel for AC sign	02/25/2013	03/13/2013	593.21
2466 - HITCHCOCK JERRY	215796137	RETIREMENT	02/19/2013	03/13/2013	260.00
1643 - HOGLE WEBB	30313	SHERIFF	03/03/2013	03/13/2013	30.02
1217 - HORNE AUTO CENTER INC	305763	work done unit 6155	02/26/2013	03/13/2013	601.46
1882 - INGRAM LIBRARY SERVICES	70720702	20C4216	02/24/2013	03/13/2013	14.96
1882 - INGRAM LIBRARY SERVICES	70723741	2007953	02/24/2013	03/13/2013	44.22
1882 - INGRAM LIBRARY SERVICES	70783838	2007953	02/27/2013	03/13/2013	22.15
1882 - INGRAM LIBRARY SERVICES	70783839	2007953	02/27/2013	03/13/2013	22.15
1882 - INGRAM LIBRARY SERVICES	70783840	2007953	02/27/2013	03/13/2013	67.47
1882 - INGRAM LIBRARY SERVICES	70783841	2007953	02/27/2013	03/13/2013	66.78
1882 - INGRAM LIBRARY SERVICES	70783842	2007953	02/27/2013	03/13/2013	16.55
1882 - INGRAM LIBRARY SERVICES	70783843	2007953	02/27/2013	03/13/2013	85.61
1882 - INGRAM LIBRARY SERVICES	70783844	2007953	02/27/2013	03/13/2013	114.67
1882 - INGRAM LIBRARY SERVICES	70783845	2007953	02/27/2013	03/13/2013	46.48
1882 - INGRAM LIBRARY SERVICES	70797667	2007953	02/28/2013	03/13/2013	56.59
1882 - INGRAM LIBRARY SERVICES	70797668	2007953	02/28/2013	03/13/2013	23.25
1882 - INGRAM LIBRARY SERVICES	70797669	2007953	02/28/2013	03/13/2013	23.79
1882 - INGRAM LIBRARY SERVICES	70802528	20C4216	02/28/2013	03/13/2013	8.59

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1882 - INGRAM LIBRARY SERVICES	70802529	02/28/2013	03/13/2013
1882 - INGRAM LIBRARY SERVICES	70802530	02/28/2013	03/13/2013
1882 - INGRAM LIBRARY SERVICES	70825637	03/03/2013	03/13/2013
1487 - JCG TECHNOLOGIES INC	3039	11/01/2012	03/13/2013
2827 - JOAQUIN WATSON	21913R	02/25/2013	03/13/2013
1391 - KB WELDING INC	128800	02/25/2013	03/13/2013
1611 - KINDIG GLORIA	22613	03/01/2013	03/13/2013
1551 - KONICA MINOLTA	223885721	02/28/2013	03/13/2013
1471 - L R INVESTIGATIONS LLC	10311	02/28/2013	03/13/2013
1471 - L R INVESTIGATIONS LLC	10312	02/28/2013	03/13/2013
1489 - LAW OFFICES OF MATTHEW L RIGG	21367	02/28/2013	03/13/2013
1489 - LAW OFFICES OF MATTHEW L RIGG	21368	02/28/2013	03/13/2013
1489 - LAW OFFICES OF MATTHEW L RIGG	21369	02/28/2013	03/13/2013
1020 - LAW OFFICES OF VICTORIA L EARLE	840	02/28/2013	03/13/2013
1020 - LAW OFFICES OF VICTORIA L EARLE	846	02/28/2013	03/13/2013
1858 - LOWES #24	11613	01/16/2013	03/13/2013
2724 - M & J AUTO ELECTRIC	18548	02/19/2013	03/13/2013
2724 - M & J AUTO ELECTRIC	18551	02/26/2013	03/13/2013
2027 - MACCAFERRI INC	9021300555	02/20/2013	03/13/2013
2751 - MARTIN FRED C	FEB13	03/04/2013	03/13/2013
2449 - MERCK SHARP & DOHME CORP	7004033249	02/26/2013	03/13/2013
1053 - MERITAIN HEALTH FLEXIBLE SPENDING	MAR13	02/28/2013	03/13/2013
1871 - NAVAJO SANITATION INC	44071	03/01/2013	03/13/2013
1871 - NAVAJO SANITATION INC	44113	03/01/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60008812FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60028282FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079054FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079055FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60079783FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60159070FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60241617FEB13	02/28/2013	03/13/2013
1157 - NAVAJO TRIBAL UTILITY	60275420FEB13	02/28/2013	03/13/2013

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
AUTHORITY			
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60294935FEB13 ACCT 60294935	02/28/2013 03/13/2013	722.24
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2822905MAR13 ACCT 2822905	03/05/2013 03/13/2013	7,938.40
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2959805FEB13 ACCT 2959805	02/05/2013 03/13/2013	990.02
1885 - NAVOPACHE ELECTRIC COOPERATIVE	4008005MAR13 ACCT 4008005	03/05/2013 03/13/2013	442.25
1885 - NAVOPACHE ELECTRIC COOPERATIVE	7032700FEB13 ACCT 7032700	02/05/2013 03/13/2013	1,388.44
1342 - NICHOLSON JULIE ANN	22413R TRAVEL - PHX	03/11/2013 03/13/2013	251.71
2831 - NIMCO INC	437046 ACCT 859381	02/27/2013 03/13/2013	127.58
2633 - O'REILLY AUTO PARTS	3147124311 ACCT 1396528	02/06/2013 03/13/2013	322.13
1694 - OCCUPATIONAL SAFETY SERVICES	7170 ENGINEERING	03/01/2013 03/13/2013	158.00
1629 - OFFICE DEPOT	644279374001 ACCT 89515665	02/07/2013 03/13/2013	58.31
1629 - OFFICE DEPOT	644854879001 ACCT 89515665	02/15/2013 03/13/2013	(39.06)
1629 - OFFICE DEPOT	644855679001 ACCT 89515665	02/12/2013 03/13/2013	39.06
1629 - OFFICE DEPOT	647363953001 ACCT 89515665	02/26/2013 03/13/2013	85.25
1629 - OFFICE DEPOT	647363954001 ACCT 89515665	02/26/2013 03/13/2013	7.17
1661 - ORONA MONICA G	31713A TRAVEL - PHX	03/07/2013 03/13/2013	189.00
2826 - OWENS LIVINGSTON MORTUARY	6629 PUBLIC FIDUCIARY	01/04/2013 03/13/2013	1,737.30
1282 - PADILLA DEBBIE L	22213 REIMBURSEMENT	02/22/2013 03/13/2013	289.60
1359 - PENA KERRY	32013A TRAVEL - RENO, NV	02/28/2013 03/13/2013	724.35
1765 - PERFECT PRINTZ LLC	16392 HEALTH DEPT	01/24/2013 03/13/2013	700.93
1765 - PERFECT PRINTZ LLC	16535 ASSESSORS OFFICE	02/22/2013 03/13/2013	300.00
1443 - PREMIER DRY CLEANING	45978 ACSO	02/25/2013 03/13/2013	42.00
1443 - PREMIER DRY CLEANING	46012 ACSO	02/27/2013 03/13/2013	7.00
2832 - PREMIUM PROPANE LLC	53020 Supplies	02/12/2013 03/13/2013	9.86
1925 - PRICE AMBER MARIE	22413R TRAVEL - AVONDALE	03/04/2013 03/13/2013	38.94
2820 - PULLTARPS MFG	1534701 ACCT 61902	02/04/2013 03/13/2013	360.08
2820 - PULLTARPS MFG	1536001 ACCT 61902	02/08/2013 03/13/2013	213.00
2820 - PULLTARPS MFG	6411R ACCT 61902	02/25/2013 03/13/2013	(25.56)
1745 - QUILL CORP	9029544 ACCT C6432327	01/29/2013 03/13/2013	81.23
1745 - QUILL CORP	9682080 ACCT C7174242	02/22/2013 03/13/2013	56.50
1745 - QUILL CORP	9717812 ACCT C5224525	02/25/2013 03/13/2013	372.72
1745 - QUILL CORP	9717848 ACCT C6330872	02/25/2013 03/13/2013	125.14
1745 - QUILL CORP	9762625 ACCT C5224525	02/27/2013 03/13/2013	16.11
1745 - QUILL CORP	9909532 ACCT C5759890	03/04/2013 03/13/2013	452.07
1918 - RDO EQUIPMENT CO	P46647 ACCT 4903006	02/14/2013 03/13/2013	342.99
1085 - REED ROBERTA E	19 PROTEM JUDGE	02/01/2013 03/13/2013	1,017.72
2470 - RIVERA REBECCA	22713 HEALTH DEPT	02/27/2013 03/13/2013	125.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date		Starting Check Number
1659 - ROUND VALLEY AUTO GLASS DAYSON MERRILL	5890	ACSO	02/28/2013	03/13/2013	219.00
1706 - ROUND VALLEY GARAGE	223131	HEALTH DEPT	02/23/2013	03/13/2013	52.50
1800 - RUSH TRUCK CENTER	6320159	Rush - February Blanket	02/07/2013	03/13/2013	213.09
1800 - RUSH TRUCK CENTER	6320353	Rush - February Blanket	02/14/2013	03/13/2013	169.29
1536 - SAFEWAY INC	798971	water/supplies	03/05/2013	03/13/2013	73.72
1596 - SCHACHT MICHAEL	32013A	TRAVEL - RENO, NV-RENTAL CAR	03/04/2013	03/13/2013	275.00
1596 - SCHACHT MICHAEL	32013A1	TRAVEL - RENO, NV	03/20/2013	03/13/2013	740.35
1050 - SCHIFF LAURENCE	FEB13	JAIL	02/28/2013	03/13/2013	1,200.00
1999 - SCHINDLER ELEVATOR CORPORATION	8103410944	ACCT 500114449	03/01/2013	03/13/2013	725.00
1860 - SECURUS TECHNOLOGIES INC	IDA00003691	Inmate Phone Calls	03/05/2013	03/13/2013	569.29
1860 - SECURUS TECHNOLOGIES INC	IDA00003772	Inmate Phone Calls	03/11/2013	03/13/2013	521.53
1223 - SENTRY FIRE AND WELDING SUPPLY INC	27211B	Supplies	02/25/2013	03/13/2013	102.82
1719 - SHOW LOW FORD INC	FOCS45553	Repairs for 2003 Ford Taurus - Brown	03/07/2013	03/13/2013	3,720.42
1236 - SOURCECORP	30813	ACCT 3245	03/08/2013	03/13/2013	281.79
1236 - SOURCECORP	62032	ACCT 3245	03/08/2013	03/13/2013	5,608.07
1229 - SPRINGERVILLE AUTO WRECKERS	2950	Repairs and Maintenance	02/18/2013	03/13/2013	20.00
1490 - ST JOHNS CITY	41140001FEB13	ACCT 41140001	02/28/2013	03/13/2013	190.50
1490 - ST JOHNS CITY	42810003FEB13	ACCT 42810003	02/28/2013	03/13/2013	106.33
1490 - ST JOHNS CITY	51562000FEB13	ACCT 51562000	02/28/2013	03/13/2013	131.31
1490 - ST JOHNS CITY	51850001FEB13	ACCT 51850001	02/28/2013	03/13/2013	126.64
1490 - ST JOHNS CITY	51860001FEB13	ACCT 51860001	02/28/2013	03/13/2013	93.31
1490 - ST JOHNS CITY	53030004FEB13	ACCT 53030004	02/28/2013	03/13/2013	50.18
1490 - ST JOHNS CITY	62480001FEB13	ACCT 62480001	02/28/2013	03/13/2013	151.24
1490 - ST JOHNS CITY	62495003FEB13	ACCT 62495003	02/28/2013	03/13/2013	48.74
1490 - ST JOHNS CITY	62500003FEB13	ACCT 62500003	02/28/2013	03/13/2013	48.74
2764 - STANDARD ELECTRIC WHOLESALE LLC	28464	PROJECT BM001HSC	02/05/2013	03/13/2013	57.89
2764 - STANDARD ELECTRIC WHOLESALE LLC	28642	PROJECT BM001HSC	02/20/2013	03/13/2013	18.68
2764 - STANDARD ELECTRIC WHOLESALE LLC	28645	Building and Grounds Supplies	02/20/2013	03/13/2013	26.51
1289 - SUMMIT EQUIPMENT REPAIR	1602	FT DEFIANCE	01/29/2013	03/13/2013	567.90
1289 - SUMMIT EQUIPMENT REPAIR	1603	SANDERS	01/28/2013	03/13/2013	367.50
1289 - SUMMIT EQUIPMENT REPAIR	1605	GANADO	01/29/2013	03/13/2013	570.07
1269 - TESSCO INC	195739	ACCT 2841387	03/06/2013	03/13/2013	17.49
1269 - TESSCO INC	195740	ACCT 2841387	03/06/2013	03/13/2013	420.10
1269 - TESSCO INC	196938	ACCT 2841387	03/07/2013	03/13/2013	201.90
2419 - THE UNIVERSITY OF ARIZONA	111301	ACCT 0021	02/25/2013	03/13/2013	6,250.00
1678 - THE WOOD LAW OFFICE (RONALD WOOD)	201302NC	SUPERIOR COURT	03/01/2013	03/13/2013	27.50

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1215 - TJP COMMUNICATIONS	13036	Professional Services	03/06/2013	03/13/2013	300.00
1215 - TJP COMMUNICATIONS	13037	Professional Services	03/06/2013	03/13/2013	240.00
1215 - TJP COMMUNICATIONS	13040	Professional Services	03/06/2013	03/13/2013	210.00
1863 - TRACKER SOFTWARE CORP.	38551	maintenance agreement	03/04/2013	03/13/2013	13,835.00
1572 - TSO CHRISTIANE	12813R	TRAVEL - ALB, NM	02/04/2013	03/13/2013	64.59
1574 - UNITED PARCEL SERVICE	9X969E023	SHIPPER 9X969E	01/12/2013	03/13/2013	34.27
1574 - UNITED PARCEL SERVICE	9X969E063	SHIPPER 9X969E	02/09/2013	03/13/2013	10.56
1833 - UNIVERSAL FLEET CARD	MAR13	ACCT QS731	03/10/2013	03/13/2013	3,146.07
2748 - USI EDUCATION AND GOVERNMENT SALES	368019501015	Laminating machine	02/07/2013	03/13/2013	1,388.00
1781 - VALLEY AUTO PARTS	53344	ACCT 1054	02/20/2013	03/13/2013	648.13
1781 - VALLEY AUTO PARTS	53345	ACCT 1054	02/20/2013	03/13/2013	(472.55)
1781 - VALLEY AUTO PARTS	53403	ACCT 1050	02/21/2013	03/13/2013	16.28
1781 - VALLEY AUTO PARTS	53415	ACCT 1050	02/21/2013	03/13/2013	60.75
1781 - VALLEY AUTO PARTS	53416	ACCT 1050	02/21/2013	03/13/2013	5.66
1781 - VALLEY AUTO PARTS	53422	ACCT 1050	02/21/2013	03/13/2013	2.42
1781 - VALLEY AUTO PARTS	53427	ACCT 1050	02/21/2013	03/13/2013	42.19
1781 - VALLEY AUTO PARTS	53543	ACCT 1050	02/25/2013	03/13/2013	11.79
1781 - VALLEY AUTO PARTS	53548	ACCT 1050	02/25/2013	03/13/2013	34.66
1781 - VALLEY AUTO PARTS	53560	ACCT 1050	02/25/2013	03/13/2013	38.61
1781 - VALLEY AUTO PARTS	53673	ACCT 1050	02/27/2013	03/13/2013	181.67
1781 - VALLEY AUTO PARTS	53712	ACCT 1050	02/27/2013	03/13/2013	10.29
1845 - VERIZON WIRELESS	9700304818FEB13	ACCT 46998874-0002	02/21/2013	03/13/2013	85.57
1845 - VERIZON WIRELESS	9700423626FEB13	ACCT 471279824-00001	02/23/2013	03/13/2013	65.25
1845 - VERIZON WIRELESS	9700742619FEB13	ACCT 270809866-00001	02/28/2013	03/13/2013	518.52
1845 - VERIZON WIRELESS	9700742620FEB13	ACCT 270809866-00002	02/28/2013	03/13/2013	40.01
2619 - WAITE MICHAEL CHAD	32413A	TRAVEL - PHX	02/25/2013	03/13/2013	1,111.55
1841 - WALT'S HARDWARE	113859	Fluorescent sleeve; electronic ballast	02/21/2013	03/13/2013	209.91
1608 - WENGERT DELWIN	31913A	TRAVEL - PHX	03/11/2013	03/13/2013	670.10
1686 - WHITE MOUNTAIN PUBLISHING CO 7255		ACCT 80267C	02/27/2013	03/13/2013	13.95
1686 - WHITE MOUNTAIN PUBLISHING CO 83302701		ACCTV W80267	02/08/2013	03/13/2013	17.07
1686 - WHITE MOUNTAIN PUBLISHING CO 83316801		ACCTV W80267	02/08/2013	03/13/2013	53.69
1686 - WHITE MOUNTAIN PUBLISHING CO 83317801		ACCT W80267	02/08/2013	03/13/2013	20.13
1686 - WHITE MOUNTAIN PUBLISHING CO 83318001		ACCT W80267	02/08/2013	03/13/2013	33.56
1686 - WHITE MOUNTAIN PUBLISHING CO 83352001		ACCT W80267	02/12/2013	03/13/2013	28.46
1686 - WHITE MOUNTAIN PUBLISHING CO 83354501		ACCT W80267	02/12/2013	03/13/2013	17.07
1686 - WHITE MOUNTAIN PUBLISHING CO 83354601		ACCT W80267	02/12/2013	03/13/2013	28.46
1686 - WHITE MOUNTAIN PUBLISHING CO 83354801		ACCT W80267	02/12/2013	03/13/2013	45.53
1686 - WHITE MOUNTAIN PUBLISHING CO 83362701		ACCT W80267	02/12/2013	03/13/2013	53.69
1686 - WHITE MOUNTAIN PUBLISHING CO 83363101		ACCT W80267	02/12/2013	03/13/2013	33.56
1686 - WHITE MOUNTAIN PUBLISHING CO 83365101		ACCT W80267	02/12/2013	03/13/2013	20.13
1686 - WHITE MOUNTAIN PUBLISHING CO 83381301		ACCT W80267	02/28/2013	03/13/2013	17.07

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1686 - WHITE MOUNTAIN PUBLISHING CO 83381601	ACCT W80267	02/28/2013	03/13/2013
1686 - WHITE MOUNTAIN PUBLISHING CO 83381801	ACCT W80267	02/28/2013	03/13/2013
1686 - WHITE MOUNTAIN PUBLISHING CO 83426301	ACCT W80267	02/28/2013	03/13/2013
1686 - WHITE MOUNTAIN PUBLISHING CO 83468701	ACCT W80267	02/28/2013	03/13/2013
1686 - WHITE MOUNTAIN PUBLISHING CO 83473801	ACCT W80267	02/28/2013	03/13/2013
1686 - WHITE MOUNTAIN PUBLISHING CO 83476201	ACCT W80267	02/28/2013	03/13/2013
1686 - WHITE MOUNTAIN PUBLISHING CO RENEWAL1314	ACCT 3406	03/06/2013	03/13/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600616	TREASURERS OFFICE	02/19/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600665	SUPERIOR COURT	03/05/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600666	ACSO/JAIL	03/05/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600670	FINANCE	03/05/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600679	SUPERIOR COURT	03/07/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600680	JAIL/SO	03/07/2013
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600683	FINANCE	03/07/2013
1413 - WHITE MOUNTAIN RADIOLOGY	1492301	HEALTH DEPT	02/04/2013
1699 - WILLIAMS LAW GROUP PLLC	1247	SUPERIOR COURT	03/06/2013
1202 - WOODLAND BUILDING CENTER	A600237262	Building and Grounds Supplies	02/25/2013
1202 - WOODLAND BUILDING CENTER	A600237501	Repair and Maintenance Supplies	03/04/2013
1202 - WOODLAND BUILDING CENTER	A600237558	Repair and Maintenance Supplies	03/05/2013
1586 - XEROX CORP	66790716	XEF438530/WC5735A PRNT/4TRAY,12 MO,4KHCF,BVU026327,EMFAX-L1.ENVK	03/01/2013
1586 - XEROX CORP	66791567	Service Agreement for Fort Defiance Office	03/01/2013
1586 - XEROX CORP	66935911	ACCT 701982639	03/03/2013
2010 - YELLOWHORSE JAY	12313R	MILEAGE REIMBURSEMENT	03/06/2013
1207 - YOUNGS FUTURE TIRE	T38406	ACCT APA9	02/13/2013
1207 - YOUNGS FUTURE TIRE	T38509	ACCT APA9	02/19/2013
1207 - YOUNGS FUTURE TIRE	T38757	Tires for Tahoe & F-150	03/06/2013
Total Selected Invoices: 396			\$455,008.60

Apache County
Accounts Payable Payment Post Listing

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

1400 Finance	Wells Fargo	02/28/2013	1005815
--------------	-------------	------------	---------

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
-------------------	--------	----------------	---------------------	--------------	----------	--------------------

1400 Finance

1076 - AZ DEPT OF REVENUE	866000385JAN13	TRANSACTION, PRIVILEGE, USE AND SEVERANCE TAX RETURN	02/27/2013	02/27/2013	1,804.35
1135 - FRONTIER	3374903FEB13	928-337-4903-020173-8	02/07/2013	02/27/2013	239.00
2727 - INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	1400118556	MEMBERSHIP# 00118556	02/01/2013	02/27/2013	200.00
1778 - PATTERSON RYAN N	21913R	GFOAZ TRAINING AND CPE	02/25/2013	02/27/2013	329.22
1868 - TABLE TOP TELEPHONE COMPANY INC	6882745FEB13	ACCT 24332/1742	02/15/2013	02/27/2013	165.46
2780 - TAPI (THE AZ PARTNERSHIP FOR IMMUNIZATION)	041813	Registration Fees	02/13/2013	02/27/2013	500.00

Total Selected Invoices: 6

\$3,238.03

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department		Bank Account	Check Date		Starting Check Number	
1400 Finance		Wells Fargo	03/06/2013		1005821	
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance						
	1214 - ALPINE WATER AND SANITARY	FEB13	190560001	02/28/2013	03/06/2013	75.45
	1059 - AMERICAN LIBRARY ASSN	20187162013	DANIELA ROVIDA #2018716	02/13/2013	03/06/2013	35.00
	1802 - AMIGO CHEVROLET	CTCS471548	CUT # 10470	02/26/2013	03/06/2013	49.76
	1978 - APACHE COUNTY	ACLD FEB13	FEB POSTAGE	02/28/2013	03/06/2013	60.82
	1978 - APACHE COUNTY	CPL FEB13	POSTAGE	03/04/2013	03/06/2013	38.76
	1978 - APACHE COUNTY	GML FEB13	POSTAGE	03/04/2013	03/06/2013	4.80
	1978 - APACHE COUNTY	RPL FEB12	POSTAGE	03/04/2013	03/06/2013	171.27
	1703 - ASSURED IMAGING WOMEN WELLNESS OF SOUTHERN AZ	2700	APACHE COUNTY HEALTH DISTRICT	02/22/2013	03/06/2013	412.20
	2772 - ATENCIO RAE LYNN	22713R	CASEFLOW MEETING	03/04/2013	03/06/2013	126.37
	2802 - AZ ASSOCIATION OF SUPERIOR COURT CLERKS	DUES2013	SUPERIOR COURT	02/20/2013	03/06/2013	100.00
	1069 - AZ COUNTIES INSURANCE POOL	2013060B	MANAGERS OFFICE	12/03/2012	03/06/2013	1,500.00
	1071 - AZ COURTS ASSN	ACA13YELLOWHORSE	ACA2013 MEMBERSHIP DUES	02/26/2013	03/06/2013	30.00
	1753 - AZ REPUBLIC	MAR13	RVPLMAR13	02/25/2013	03/06/2013	26.00
	1087 - AZ STATE RETIREMENT SYSTEM	MARCHFY13	CONTRIBUTION AJUSTMENT	03/06/2013	03/06/2013	64.38
	2816 - B & H WHOLESALE POPCORN CANNERY	627852	ACSO	02/27/2013	03/06/2013	105.65
	1222 - BAUMAN HOME AND AUTO INC	12901616080	ACCT 561068	02/14/2013	03/06/2013	5.93
	1222 - BAUMAN HOME AND AUTO INC	12901616610	ACCT 560100	02/21/2013	03/06/2013	116.22
	1222 - BAUMAN HOME AND AUTO INC	12901616761	ACCT 560100	02/23/2013	03/06/2013	51.39
	1222 - BAUMAN HOME AND AUTO INC	12901616799	ACCT 12901616799	02/25/2013	03/06/2013	16.50
	1234 - BLUE HILLS ENVIRONMENTAL	9136779	ACCT 101950	03/01/2013	03/06/2013	45.98
	1234 - BLUE HILLS ENVIRONMENTAL	9136807	ACCT 102055	03/01/2013	03/06/2013	45.98
	1234 - BLUE HILLS ENVIRONMENTAL	9136861	ACCT 103451	03/01/2013	03/06/2013	52.58
	1592 - BOB BARKER COMPANY INC	UT1000266954	Inmate Supplies	02/07/2013	03/06/2013	558.78
	1164 - BRADCO	10581	ACCT 50030-1	02/06/2013	03/06/2013	26,588.29
	1164 - BRADCO	10732	ACCT 50031-1	02/13/2013	03/06/2013	8,020.60
	1164 - BRADCO	9856	heating oil	01/16/2013	03/06/2013	5,028.90
	1647 - BROWN DEVIN R	22113R	APAAC JUVENILE JUSTICE	02/25/2013	03/06/2013	254.45
	1834 - BROWN'S PARTMASTER INC	756402	APACHE CO S.H.A.	02/27/2013	03/06/2013	280.89
	2710 - CAMPBELL LEANN	021513R	TEEN OUTREACH PROGRAM	02/27/2013	03/06/2013	50.87
	2710 - CAMPBELL LEANN	11513R	NATIVE STAND TRAINING	02/28/2013	03/06/2013	(39.90)
	2710 - CAMPBELL LEANN	20713R	TEEN OUTREACH PROGRAM	02/27/2013	03/06/2013	32.02
	1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	1457300110A	ACCT F145730000	02/07/2013	03/06/2013	3,890.01
	1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	1457300110B	ACCT F145730000	02/14/2013	03/06/2013	3,645.29

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	1457300110C	ACCT F145730000	02/21/2013 03/06/2013 3,491.06
1109 - CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES	1457300110D	ACCT F145730000	02/28/2013 03/06/2013 4,161.60
1274 - CELLULAR ONE NE AZ	2507217	ACCT 003000029453	02/21/2013 03/06/2013 65.62
1715 - CENTER FOR DISEASE DETECTION LLC	989443	ACCT 14784	02/28/2013 03/06/2013 106.00
1994 - CENTRAL ARIZONA SUPPLY	242816900	PROJECT BM001 HSC	02/13/2013 03/06/2013 260.50
1098 - CHAVEZ LILLIAN	22513R	PRESCOTT ADA CONFERENCE	03/03/2013 03/06/2013 208.69
1716 - CHEVRON USA INC	ENGFEB13	ACCT 7898866156	02/22/2013 03/06/2013 929.33
1300 - CIRIVELLO MICHAEL V	22413R	PRESCOTT ADA CONFERENCE	03/04/2013 03/06/2013 10.72
1619 - CLYDE VICTOR J	120612R	TRAVEL TO ATTEND FINANCE CLASS	02/20/2013 03/06/2013 158.88
1619 - CLYDE VICTOR J	21413R	TRIBAL & FEDERAL COURT FORUM MEETING	02/20/2013 03/06/2013 54.34
1619 - CLYDE VICTOR J	31713A	FUNDAMENTALS OF EVIDENCE TRAINING	02/06/2013 03/06/2013 723.83
1891 - COMPLETE ELECTRICAL SERVICES & SUPPLIES	3496	Fixtures and installation	02/27/2013 03/06/2013 2,858.50
1194 - CONTEMPORARY BUSINESS CONCEPTS	700984	ACCT COUNTY	02/27/2013 03/06/2013 31.88
1959 - CURTIS ROGER STUART	20113R	SERVE COURT PAPERS	03/04/2013 03/06/2013 87.13
1352 - DEDMAN JOSEPH	40213A	NATIONWIDE DHE MEETING	01/28/2013 03/06/2013 526.64
1125 - DELL COMPUTER CORPORATION	XJ3JWMX97	Laptop accessories	02/26/2013 03/06/2013 240.89
1705 - DESERT SNOW LLC	2930	APACHE CSO ACCENT	01/17/2013 03/06/2013 990.00
1258 - DUCKWALL ALCO STORES INC	40501033	ACL D	02/28/2013 03/06/2013 7.70
1258 - DUCKWALL ALCO STORES INC	40501034	ACL D	02/28/2013 03/06/2013 16.13
1347 - EAGAR BRANNON	40213A	NATIONWIDE DHE MEETING	02/07/2013 03/06/2013 526.64
1255 - ELECTIONS SYSTEMS AND SOFTWARE	844396	ACCT A60031	02/07/2013 03/06/2013 208.50
2810 - EMEDCO	9319826509	CUST # 712	12/06/2012 03/06/2013 411.47
1587 - EMPIRE MACHINERY	EMPS3064316	CUST # 0055921	02/06/2013 03/06/2013 312.90
1587 - EMPIRE MACHINERY	EMPS3067813	CUST # 0055908	02/12/2013 03/06/2013 78.22
1815 - EMTAP ENTERPRISES	EDT060	HEALTH DEPT	02/13/2013 03/06/2013 240.43
2803 - EXHIB-IT! TRADESHOW MARKETING EXPERTS	11475	DISTRICT II	02/08/2013 03/06/2013 187.70
2429 - FRED PRYOR SEMINARS / CAREERTRACK	227095	CHINLE JUSTICE COURT	02/20/2013 03/06/2013 128.00
1135 - FRONTIER	3918701	ACCT 10703	02/20/2013 03/06/2013 487.13
1135 - FRONTIER	3919210	ACCT 18459	02/20/2013 03/06/2013 1,040.60
1135 - FRONTIER	5325005FEB13	928-532-5005-101805-8	02/25/2013 03/06/2013 148.22
1922 - FX TACTICAL LLC	1495	Body Armor	02/22/2013 03/06/2013 861.89
1771 - GALE GROUP	98756264	ACCT 244048	02/19/2013 03/06/2013 37.00
1714 - GALL'S INC (ARAMARK)	15182807A	ACCT 719809	01/24/2013 03/06/2013 57.78
1714 - GALL'S INC (ARAMARK)	BC0008719A	365981	01/17/2013 03/06/2013 139.69
1714 - GALL'S INC (ARAMARK)	BC0009161A	Clothing, Uniforms, Safety	01/25/2013 03/06/2013 266.99

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1714 - GALL'S INC (ARAMARK)	BC0010213	ACCT 3656981	02/13/2013	03/06/2013	157.99
1714 - GALL'S INC (ARAMARK)	BC0009120A	ACCT 3656981	01/24/2013	03/06/2013	41.19
1369 - GARCIA JR. RUBEN L	22513R	AZ DETENTION ASSOCIATION CONFERENCE	03/04/2013	03/06/2013	10.48
1166 - GEXPRO	514199122	ACLD	02/20/2013	03/06/2013	286.93
1166 - GEXPRO	514199123	419196	02/21/2013	03/06/2013	419.44
1814 - GMCO CORPORATION	29703	TICKET #13308	01/31/2013	03/06/2013	5,617.15
1029 - GOODYEAR AUTO SERVICE	169543	Hypac Roller	02/22/2013	03/06/2013	803.66
1199 - GRAVES PROPANE CO INC	650062	ACCT 9001800-9	02/20/2013	03/06/2013	394.09
1199 - GRAVES PROPANE CO INC	950061	ACCT 9001800-14	02/20/2013	03/06/2013	446.84
1170 - HATCH MOTOR COMPANY INC	C1CS181249	CUST # 15268	02/28/2013	03/06/2013	412.53
2038 - HEAP JAMI FLAKE	31913A	WIC- FACE-TO-FACE	02/27/2013	03/06/2013	471.46
1931 - HIGH COUNTRY PEST & TERMITE SYSTEMS INC	10094778	CHINLE JUSTICE COURT	02/21/2013	03/06/2013	49.50
1001 - HILL AZ GROCERY STORE	1302211161101	bottled drinking water	02/21/2013	03/06/2013	245.96
1192 - HILLYARD INC	600594781	Cleaning Supplies	02/27/2013	03/06/2013	2,077.62
1259 - HOOVER BILLIE G	201302B	ACSC	03/04/2013	03/06/2013	697.50
1633 - HUBBELL ROCHELLE	22513R	MINI TEEN MAZE	02/27/2013	03/06/2013	179.38
1812 - HUGHES SUPPLY INC (LAKESIDE)	SP41743580001	Plumbing supplies for SJ clinic remodel	02/13/2013	03/06/2013	673.03
2706 - IMS ALLIANCE	93688	safety supplies	02/22/2013	03/06/2013	492.25
1882 - INGRAM LIBRARY SERVICES	70681069	ACCT 2007953	02/21/2013	03/06/2013	8.63
1882 - INGRAM LIBRARY SERVICES	70681070	ACCT 2007953	02/20/2013	03/06/2013	54.24
1882 - INGRAM LIBRARY SERVICES	70681071	ACCT 2007953	02/20/2013	03/06/2013	226.59
1882 - INGRAM LIBRARY SERVICES	70697774	ACCT 20C4216	02/21/2013	03/06/2013	89.93
1882 - INGRAM LIBRARY SERVICES	70697775	ACCT 20C4216	02/21/2013	03/06/2013	66.98
1882 - INGRAM LIBRARY SERVICES	70697776	ACCT 20C4216	02/21/2013	03/06/2013	113.63
1882 - INGRAM LIBRARY SERVICES	70697777	ACCT 20C4216	02/21/2013	03/06/2013	89.16
1882 - INGRAM LIBRARY SERVICES	70697778	ACCT 20C4216	02/21/2013	03/06/2013	135.66
1882 - INGRAM LIBRARY SERVICES	70697779	ACCT 20C4216	02/21/2013	03/06/2013	11.63
1882 - INGRAM LIBRARY SERVICES	70697780	ACCT 20C4216	02/21/2013	03/06/2013	10.94
1882 - INGRAM LIBRARY SERVICES	70697781	ACCT 20C4216	02/21/2013	03/06/2013	16.87
1882 - INGRAM LIBRARY SERVICES	70697782	ACCT 20C4216	02/21/2013	03/06/2013	45.41
1882 - INGRAM LIBRARY SERVICES	70697783	ACCT 20C4216	02/21/2013	03/06/2013	9.65
1487 - JCG TECHNOLOGIES INC	3253	Upgrade/sole source vendor	02/25/2013	03/06/2013	1,584.82
1766 - JJ KELLER & ASSOCIATES	900382395	CUST # 200046290	01/09/2013	03/06/2013	276.09
2817 - KINLICHEE DAVID	KINLICHEEFY13	ADJUSTMENT	03/06/2013	03/06/2013	180.72
2015 - LABORATORY CORP OF AMERICA	61666735	HEALTH DEPT	02/18/2013	03/06/2013	1,144.00
2014 - LANGUAGE LINE SERVICES INC	3097387	ACCT 9020544222	01/31/2013	03/06/2013	118.04
1424 - LEE JUSTIN	1	SOUND SYSTEM	02/25/2013	03/06/2013	300.00
1738 - LEWIS-SMITH JAYMIE LYNNE	22812	REIMBURSEMENT	02/28/2013	03/06/2013	34.80
1680 - LIVCO WATER & SEWER COMPANY	47101FEB13	ACCT 471.01	02/26/2013	03/06/2013	43.02
1271 - MAESTAS ANDREW	31313A	TRAVEL - PHX	02/25/2013	03/06/2013	417.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1595 - MARTIN KEN	21513	PROTEM SVCS	02/15/2013	03/06/2013	46.26
2786 - MASS TRANSCRIPTIONS	1232013	SUPERIOR COURT	02/23/2013	03/06/2013	353.70
1149 - MATRIX	608087405	ACCT 5203152940-000	02/18/2013	03/06/2013	149.12
1662 - MCCALL JAMES	31713A	TRAVEL - MESA, AZ	02/14/2013	03/06/2013	594.00
1460 - MCCARTHY STEPHANIE	2142013	ATTORNEY'S OFFICE	02/14/2013	03/06/2013	136.60
2474 - MCDANIEL RONALD D	22713	jail	02/27/2013	03/06/2013	329.95
1533 - MCKESSON MEDICAL SURGICAL	32671303	ACCT 2125840	02/11/2013	03/06/2013	(27.87)
1533 - MCKESSON MEDICAL SURGICAL	32672853	ACCT 2125840	02/11/2013	03/06/2013	29.37
1533 - MCKESSON MEDICAL SURGICAL	32763265	ACCT 2125840	02/15/2013	03/06/2013	74.43
1053 - MERITAIN HEALTH FLEXIBLE SPENDING	22013	CEREMONIAL FUNDS	02/20/2013	03/06/2013	5,000.00
1053 - MERITAIN HEALTH FLEXIBLE SPENDING	FEB13	FLEX SPENDING	01/31/2013	03/06/2013	250.00
1539 - MISSION UNIFORM & LINEN	310102665	ACCT 151903-00	02/13/2013	03/06/2013	68.09
1539 - MISSION UNIFORM & LINEN	310103296	ACCT 151903-00	02/20/2013	03/06/2013	68.09
1539 - MISSION UNIFORM & LINEN	310103975	ACCT 151903-00	02/27/2013	03/06/2013	68.09
2801 - MOUNTAIN PAINT CENTER	23489	Paint - SJ Clinic	02/26/2013	03/06/2013	1,987.42
2813 - NATIONAL BANK OF ARIZONA	20813	RECORD RESEARCH	02/08/2013	03/06/2013	32.30
1854 - NAVAJO TIMES PUBLISHING COMPANY INC	D13123	Books and Periodicals	02/14/2013	03/06/2013	441.00
1157 - NAVAJO TRIBAL UTILITY AUTHORITY	60054023FEB13	ACCT 60054023	02/11/2013	03/06/2013	69.73
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2177905FEB13	ACCT 2177905	02/14/2013	03/06/2013	292.65
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2252605FEB13	ACCT 2252605	02/14/2013	03/06/2013	25.80
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2260605FEB13	ACCT 2260605	02/14/2013	03/06/2013	34.54
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2278206feb13	acct 2278206	02/14/2013	03/06/2013	237.22
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2285706FEB13	ACCT 2285706	02/14/2013	03/06/2013	232.31
1885 - NAVOPACHE ELECTRIC COOPERATIVE	2286006FEB13	ACCT 2286006	02/14/2013	03/06/2013	178.37
1885 - NAVOPACHE ELECTRIC COOPERATIVE	3379106FEB13	ACCT 3379106	02/14/2013	03/06/2013	20.89
1885 - NAVOPACHE ELECTRIC COOPERATIVE	403605FEB13	ACCT 403605	02/14/2013	03/06/2013	152.88
1885 - NAVOPACHE ELECTRIC COOPERATIVE	425905FEB13	ACCT 425905	02/14/2013	03/06/2013	46.81
1488 - NIELSEN WELL DRILLING	2242	ENGINEERING	11/13/2012	03/06/2013	307.66
1402 - NORCHEM DRUG TESTING LABORATORY	202013013133860	ACCT 3386.0	02/05/2013	03/06/2013	60.90
1231 - NORTH COUNTY COMMUNITY HEALTH	22113	MEDICAL CONSULTANT	02/21/2013	03/06/2013	625.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
2046 - OCHOA ANDREIA DOROTHY	32560	HEALTH DEPT	02/21/2013	03/06/2013	42.94
1629 - OFFICE DEPOT	643273582001	ACCT 89515665	01/31/2013	03/06/2013	27.10
1629 - OFFICE DEPOT	645395582001	ACCT 89515665	02/18/2013	03/06/2013	16.68
1590 - ORTEGA SHAWNA	2272013	SUPERIOR COURT	02/27/2013	03/06/2013	44.00
1449 - OSBORN JOSHUA DEON	22113R	TRAVEL - PHX	02/25/2013	03/06/2013	25.00
1740 - OVERDRIVE INC	125250110	ACCT 2763-0001	02/28/2013	03/06/2013	23.98
1740 - OVERDRIVE INC	152223007	ACCT 2763-0001	02/28/2013	03/06/2013	561.36
1740 - OVERDRIVE INC	152513940	ACCT 2763-0001	02/28/2013	03/06/2013	14.95
1740 - OVERDRIVE INC	153645950	ACCT 2763-0001	02/28/2013	03/06/2013	14.95
1740 - OVERDRIVE INC	175014773	ACCT 2763-0001	02/22/2013	03/06/2013	287.77
1299 - PATTERSON DENNIELLE	30113R	TRAVEL- ALPINE LIBRARY	03/04/2013	03/06/2013	29.64
1778 - PATTERSON RYAN N	30056	BUSINESS MEAL W/ DIST I	03/04/2013	03/06/2013	67.90
2303 - PERSONNEL SAFETY / ZEE MEDICAL	1061234501	SJ RD YD	12/10/2012	03/06/2013	112.30
2618 - PHARMCHEM INC	410952	ACCT 759400001	01/31/2013	03/06/2013	74.00
1822 - PIMA UNIFORMS	1089INV001787	ACCT 400AS003	01/29/2013	03/06/2013	56.63
1822 - PIMA UNIFORMS	1089INV001791	ACCT 400AS003	01/29/2013	03/06/2013	56.63
1201 - PLATT DDS RANDOLPH	21913	JAIL	02/19/2013	03/06/2013	104.00
1396 - PLATT MARCOR B	ACAO0009	ATTORNEYS OFFICE	03/02/2013	03/06/2013	2,600.00
1971 - POSITIVE PROMOTIONS	4636521	Promotional items for Women's Conference	02/22/2013	03/06/2013	239.45
1886 - QUALITY CARQUEST	4803250377	ACCT 323	02/13/2013	03/06/2013	28.90
1745 - QUILL CORP	8599119	ACCT C6432327	01/14/2013	03/06/2013	42.79
1745 - QUILL CORP	8606021	ACCT C6432327	01/14/2013	03/06/2013	372.94
1745 - QUILL CORP	8700533	ACCT C6432327	01/17/2013	03/06/2013	87.83
1745 - QUILL CORP	9171407	ACCT C6330860	02/04/2013	03/06/2013	8.38
1745 - QUILL CORP	9181283	ACCT C6330860	02/04/2013	03/06/2013	169.75
1745 - QUILL CORP	9221369	ACCT C6330860	02/05/2013	03/06/2013	359.17
1745 - QUILL CORP	9261444	ACCT C6330860	02/06/2013	03/06/2013	45.65
1745 - QUILL CORP	9293395	Supplies for Roads offices	02/07/2013	03/06/2013	283.11
1745 - QUILL CORP	9404609	ACCT C6331018	02/12/2013	03/06/2013	303.32
1745 - QUILL CORP	9443691	ACCT C6330860	02/13/2013	03/06/2013	162.46
1745 - QUILL CORP	9443693	ACCT C6331150	02/13/2013	03/06/2013	226.07
1745 - QUILL CORP	9473038	ACCT C6330860	02/14/2013	03/06/2013	56.97
1745 - QUILL CORP	9618254	acct C5224525	02/20/2013	03/06/2013	95.47
1745 - QUILL CORP	9618724	ACCT C6330910	02/20/2013	03/06/2013	361.88
1745 - QUILL CORP	9651001	ACCT C	02/21/2013	03/06/2013	124.37
1393 - R&G VENT CLEANING SERVICES	1310795	Clean Kitchen Vents	02/22/2013	03/06/2013	505.00
2306 - RACHER'S OFFICE EQUIPMENT	55492	SANDERS JUSTICE COURT	02/15/2013	03/06/2013	27.97
1918 - RDO EQUIPMENT CO	P46762	inserts	02/20/2013	03/06/2013	1,401.94
1984 - REDWOOD TOXICOLOGY LABORATORY INC	408561	ACCT 121870	01/31/2013	03/06/2013	1,184.81
2344 - ROUND VALLEY JUSTICE COURT	12413	CHECKS	01/24/2013	03/06/2013	31.05

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1800 - RUSH TRUCK CENTER	4961945	turbo	02/12/2013	03/06/2013	1,687.72
1800 - RUSH TRUCK CENTER	6320268	ACCT 04119	02/12/2013	03/06/2013	43.30
1795 - S & S SELF STORAGE	149FEB13	PUBLIC FIDUCIARY	02/25/2013	03/06/2013	47.00
1175 - SAFETY KLEEN	928377435	BILLING ACCT 2778645	01/12/2013	03/06/2013	116.71
1175 - SAFETY KLEEN	928520813	Cleaning and Sanitation Supplies	02/01/2013	03/06/2013	356.49
1175 - SAFETY KLEEN	928583602	BILLING ACCT 2778645	02/12/2013	03/06/2013	116.71
1862 - SATCOM GLOBAL INC	A103130047	ACCT 110082	03/01/2013	03/06/2013	146.77
1305 - SAW WORLD	53020	Butane	02/12/2013	03/06/2013	9.86
1887 - SCHNEIDER TABECCA JANE	108	JAIL	02/27/2013	03/06/2013	750.00
1860 - SECURUS TECHNOLOGIES INC	IDA00003535	ACCT 06320	02/26/2013	03/06/2013	476.31
1223 - SENTRY FIRE AND WELDING SUPPLY INC	169110	SJ RD YD	01/30/2013	03/06/2013	65.88
1594 - SEXTON CHRIS	120512C	CORR FROM PREVIOUS CK - AMT SHORTED	02/12/2013	03/06/2013	37.14
2783 - SHAFFER TIRE INC	124040	Tires for Supervisor Shirley's unit	02/14/2013	03/06/2013	1,468.72
1221 - SHARP ELECTRONIC CORP	C108810521	ORDER# 1559450	02/06/2013	03/06/2013	59.81
1030 - SHERWIN-WILLIAMS	53137	JAIL	02/25/2013	03/06/2013	142.30
1030 - SHERWIN-WILLIAMS	53467	Door Coating	02/27/2013	03/06/2013	242.19
1205 - SIERRA PROPANE	292338	SJ RD YD	01/23/2013	03/06/2013	377.65
1963 - SLADE EDWARD SETH	11213R	TRAVEL - PHX	01/27/2013	03/06/2013	13.05
1593 - SMALLEY DEBRA STUART	21013	HEALTH DEPT	02/11/2013	03/06/2013	650.00
1593 - SMALLEY DEBRA STUART	22713	HEALTH DEPT	02/27/2013	03/06/2013	350.00
2806 - SPEEDY SALES AND SERVICE	11866	CHINLE	02/25/2013	03/06/2013	65.63
1970 - SPRINGVILLE AUTOMOTIVE SERVICE	8648	Automotive Repair and Maint	01/31/2013	03/06/2013	937.95
2818 - SPRINGVILLE MAGISTRATE	12413	CHECKS	01/24/2013	03/06/2013	31.05
1490 - ST JOHNS CITY	42909000FEB13	ACCT 4.29090.00	02/28/2013	03/06/2013	21.21
1490 - ST JOHNS CITY	42910015FEB13	ACCT 4.29100.15	02/28/2013	03/06/2013	152.57
1490 - ST JOHNS CITY	51855001FEB13	ACCT 5.18550.01	02/28/2013	03/06/2013	308.07
2807 - ST JOHNS LITTLE LEAGUE	2013	DONATION-ATTORNEYS OFFICE	02/25/2013	03/06/2013	250.00
2819 - ST JOHNS RODEO ASSOCIATION	2013	DONATION - ATTORNEYS OFFICE	02/24/2013	03/06/2013	500.00
1289 - SUMMIT EQUIPMENT REPAIR	1606	CHINLE COMPLEX	01/29/2013	03/06/2013	417.99
1289 - SUMMIT EQUIPMENT REPAIR	1607	ST JOHNS FITNESS CENTER	01/29/2013	03/06/2013	821.44
1289 - SUMMIT EQUIPMENT REPAIR	1608	ST JOHNS FITNESS CENTER	01/30/2013	03/06/2013	797.50
1927 - TAYLOR-LARIOS CONNIE	22413R	TRAVEL - AVONDALE, AZ	03/04/2013	03/06/2013	27.00
1054 - THE AARONS COMPANY LLC	APACHE1303	CONSULTING SERVICES FOR MAR	03/02/2013	03/06/2013	3,000.00
1227 - THE PRINT PLACE	32723	ACSO	02/20/2013	03/06/2013	24.97
1651 - THOMPSON OCTAVIA	22513R	TRAVEL - GANADO	02/27/2013	03/06/2013	95.29
1215 - TJP COMMUNICATIONS	13027	Radio for new Grader, District One Chinle	02/08/2013	03/06/2013	483.89
1215 - TJP COMMUNICATIONS	13033	ACSO	02/24/2013	03/06/2013	245.62
1130 - TOWN OF EAGAR	162500FEB13	ACCT 1.6250.0	02/28/2013	03/06/2013	93.29
1130 - TOWN OF EAGAR	980003FEB13	ACCT 9.8000.3	02/28/2013	03/06/2013	106.88
1853 - TYCO INTEGRATED SECURITY	90468559	ACCT 01300189059388	02/09/2013	03/06/2013	40.00

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
LLC			
1853 - TYCO INTEGRATED SECURITY LLC	90468560	ACCT 01300 189059388	02/09/2013 03/06/2013 44.52
1574 - UNITED PARCEL SERVICE	796625073	ACCT 796625	02/16/2013 03/06/2013 758.94
1574 - UNITED PARCEL SERVICE	796625073A	ACCT 796625	02/16/2013 03/06/2013 43.04
1781 - VALLEY AUTO PARTS	52646	ACCT 1050	02/04/2013 03/06/2013 73.15
1781 - VALLEY AUTO PARTS	52919	ACCT 1050	02/11/2013 03/06/2013 31.15
1781 - VALLEY AUTO PARTS	52933	ACCT 1050	02/11/2013 03/06/2013 10.38
1781 - VALLEY AUTO PARTS	52961	ACCT 1050	02/12/2013 03/06/2013 356.72
1781 - VALLEY AUTO PARTS	52962	ACCT 1050	02/12/2013 03/06/2013 356.72
1781 - VALLEY AUTO PARTS	52985	ACCT 1050	02/13/2013 03/06/2013 22.27
1781 - VALLEY AUTO PARTS	53281	ACCT 1050	02/19/2013 03/06/2013 61.68
1781 - VALLEY AUTO PARTS	53388	ACCT 1050	02/20/2013 03/06/2013 19.09
1733 - VERITAS RESEARCH CONSULTING	46	Professional Services	03/04/2013 03/06/2013 700.00
1845 - VERIZON WIRELESS	1164514090FEB13	ACCT 763361816-00001	02/15/2013 03/06/2013 45.54
1845 - VERIZON WIRELESS	1164519107FEB13	ACCT 964200549-00001	02/15/2013 03/06/2013 809.14
1845 - VERIZON WIRELESS	1164942802FEB13	ACCT 470284658-00001	02/16/2013 03/06/2013 161.55
2389 - WATCHMAN DARRELL	14	SANDERS LIBRARY	02/12/2013 03/06/2013 12.95
2052 - WATKINS ROBERT	21113C	TRAVEL CORRECTION ON MEALS	02/28/2013 03/06/2013 22.00
2471 - WELLS FARGO BANK	101052591667	ACSO - XXXX-5784	02/21/2013 03/06/2013 102.07
2471 - WELLS FARGO BANK	101052591667A	ACSO - XXXX-5784	02/21/2013 03/06/2013 12.94
2471 - WELLS FARGO BANK	1043150	ACSO-ACCT XXXX-5784	02/19/2013 03/06/2013 6.95
2471 - WELLS FARGO BANK	255607951	ACSO - XXXX-5784	02/25/2013 03/06/2013 146.89
2471 - WELLS FARGO BANK	3032267	ACSO - ACCT XXXX-5784	02/28/2013 03/06/2013 69.95
2471 - WELLS FARGO BANK	810947DEDMAN	ACSO - XXXX-5784	02/19/2013 03/06/2013 72.45
1608 - WENGERT DELWIN	21913R	TRAVEL - CSA MEETING - PHX	02/26/2013 03/06/2013 32.35
1608 - WENGERT DELWIN	22013	meals	02/20/2013 03/06/2013 37.30
1608 - WENGERT DELWIN	31413A	TRAVEL - PHX	02/27/2013 03/06/2013 502.42
1176 - WEST PAYMENT CTR	826553689	ACCT 1000541201	02/01/2013 03/06/2013 673.38
2374 - WESTERN DRUG COMPANY	319625	ACCT 301018	02/24/2013 03/06/2013 5.48
1861 - WHITE MOUNTAIN PURIFIED WATER & ICE	600594	RD VALLEY JUSTICE COURT	02/14/2013 03/06/2013 28.00
1413 - WHITE MOUNTAIN RADIOLOGY	1487620	HEALTH DEPT	01/02/2013 03/06/2013 34.53
1413 - WHITE MOUNTAIN RADIOLOGY	1492456	HEALTH DEPT	01/25/2013 03/06/2013 26.42
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	918311	JAIL	02/15/2013 03/06/2013 53.30
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	918494	JAIL	02/20/2013 03/06/2013 105.60
1874 - WHITE MOUNTAIN REGIONAL MEDICAL CENTER	918494A	JAIL	02/20/2013 03/06/2013 100.90
1202 - WOODLAND BUILDING CENTER	a300209917	Repairs and Maintenance	02/12/2013 03/06/2013 93.53
1202 - WOODLAND BUILDING CENTER	A300210224	APACHE COUNTY	02/21/2013 03/06/2013 67.49

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
1202 - WOODLAND BUILDING CENTER	A300210225	Tools	02/21/2013 03/06/2013 31.13
1202 - WOODLAND BUILDING CENTER	A400178929	Building and Grounds Supplies	02/14/2013 03/06/2013 62.27
1202 - WOODLAND BUILDING CENTER	A600236824	Repairs and Maintenance	02/13/2013 03/06/2013 30.29
2005 - WOODWORKER'S SUPPLY INC	829193711	ACCT 1178981	02/26/2013 03/06/2013 67.07
1656 - YAZZIE ROLINDA	21113R	TRAVEL - AZTEC TRAINING = PHX	02/20/2013 03/06/2013 33.14
1514 - YOUNG JOSEPH	JDY2013001	apachecounty	02/15/2013 03/06/2013 8,280.00
Total Selected Invoices: 260			\$141,909.72

Apache County
Accounts Payable Payment Post Listing

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

1400 Finance Wells Fargo 03/07/2013 1005977

Selected Invoices Vendor Invoice Number Invoice Description Invoice Date Due Date Invoice Net Amount

1400 Finance

1645 - AGUERO ROBIN R	22813R	BTCD STAND PLANNING MEETING	03/06/2013	03/07/2013	0.52
1645 - AGUERO ROBIN R	31913A	WIC FACE TO FACE	03/06/2013	03/07/2013	417.00
1008 - CRISS CANDELARIA LAW OFFICE	2864	SUPERIOR COURT	02/06/2013	03/07/2013	1,409.83
1008 - CRISS CANDELARIA LAW OFFICE	2865	SUPERIOR COURT	02/06/2013	03/07/2013	533.50
1008 - CRISS CANDELARIA LAW OFFICE	2866	SUPERIOR COURT	02/06/2013	03/07/2013	11.00
1008 - CRISS CANDELARIA LAW OFFICE	2867	SUPERIOR COURT	02/06/2013	03/07/2013	22.00
1008 - CRISS CANDELARIA LAW OFFICE	2868	SUPERIOR COURT	02/06/2013	03/07/2013	5.50
1008 - CRISS CANDELARIA LAW OFFICE	2869	SUPERIOR COURT	02/06/2013	03/07/2013	1,595.00
1008 - CRISS CANDELARIA LAW OFFICE	2975	SUPERIOR COURT	03/01/2013	03/07/2013	148.50
1008 - CRISS CANDELARIA LAW OFFICE	2976	SUPERIOR COURT	03/01/2013	03/07/2013	11.00
1008 - CRISS CANDELARIA LAW OFFICE	2977	SUPERIOR COURT	03/01/2013	03/07/2013	93.50
1008 - CRISS CANDELARIA LAW OFFICE	2978	SUPERIOR COURT	03/01/2013	03/07/2013	11.00
1008 - CRISS CANDELARIA LAW OFFICE	2979	SUPERIOR COURT	03/01/2013	03/07/2013	155.83
1008 - CRISS CANDELARIA LAW OFFICE	2985	SUPERIOR COURT	03/01/2013	03/07/2013	66.00
1008 - CRISS CANDELARIA LAW OFFICE	2986	SUPERIOR COURT	03/01/2013	03/07/2013	11.00
1215 - TJP COMMUNICATIONS	13028	2-way Radio for Unit 198 - Suburban	02/11/2013	03/07/2013	1,587.16
1130 - TOWN OF EAGAR	362013	REG FOR 7 HABITS	03/06/2013	03/07/2013	270.00
2644 - ULINE INC	49049815	ACCT 83008720	03/04/2013	03/07/2013	369.11
2814 - WEBB MELISSA	20130001	reimbursement-NPC RE-OPENING	02/21/2013	03/07/2013	167.96

Total Selected Invoices: 19

\$6,885.41

Apache County
Accounts Payable Payment Post Listing

Batch Department / Invoice Department	Bank Account		Check Date		Starting Check Number	
1400 Finance	Wells Fargo		03/12/2013		1005983	
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
1400 Finance	1014 - WORLD OF TRAVEL	4021517	Travel-Training C.E.R.T Train the Trainers 03/20/13-03/25/13	03/05/2013	03/11/2013	635.60
Total Selected Invoices: 1						\$635.60



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: APACHE COUNTY SHERIFF'S OFFICE

Date: ~~03/19/13~~ 03/06/13

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 move Dispatcher Stephanie Puzizi-Vallejos from her current position to ACCENT Coordinator with no change in salary (\$27,813.44) effective March 11, 2013. ACCENT Coordinator is a grant funded position.

Date & Time Needed: 03/19/13

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

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

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Superior Court

Date/Signature: 03-05-13 Betty Smith

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

Request approval of the appointment of Kay H. Wilkins and Michael P. Roca as Superior Court Judges Pro Tem for the period beginning July 1, 2013 and ending June 30, 2014.

03-19-13

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 SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: TREASURER

Date: 02/27/13

Signature: Amanda McCombe

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

Request authorization to create an Administrative Assistant I position at \$10.50 per hour for a period of 120 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: [Handwritten Signature]

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: ROUND VALLEY JUSTICE COURT

Date: 03/19/13 **Signature:** _____

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

Notification and acknowledgment of the retirement of Roberta Reed as Chief Justice Court Clerk and authorize the payout of her sick leave balance in accordance with Human Resources policy 3.25 (Retiree Accumulated Sick Leave).

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)

ENGINEERING-DALE HAUSER

Date/Signature: 3/7/13

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

DISTRICT II REQUEST PERMISSION TO PURCHASE A NEW SERVICE TRUCK USING PIMA COUNTY CONTRACT # B508299. THE AMOUNT IS \$110,051.96 TO BE PAID FOR WITH DISTRCIT II CARRYOVER FUNDS

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:

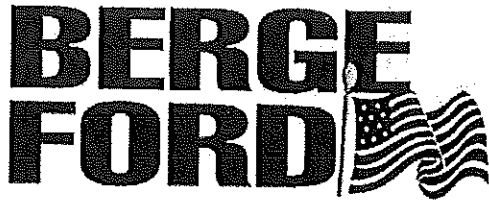
Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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



460 East Auto Center Drive
 Mesa, Arizona 85204
 480-497-1111

Richard Lewis
 Government Fleet Sales Manager
 Phone: 480-497-7548
 Fax: 480-497-7594
rlewis@bergefords.com

Theresa Worthen
 Assistant Government Fleet Sales
 Phone: 480-497-7544
tworthen@bergefords.com

Date: 3-4-2013
Customer: APACHE COUNTY
Vehicle Description: 2013 F550 4X4 SUPER CAB WITH SERVICE BODY, COMPRESSOR AND 7,500 LB CRANE.

PIMA COUNTY CONTRACT NO. B508299 FROM 12-2012 TO 12-2013

		Base Bid Price:	48,220.00
UPGRADE OPTIONS			
1	BASE BID PRICE INCLUDES ALL OPTION SPEC'S		
2	ATTACHED		
3	INCLUDES: DK TINT, 4 KEYS AND FULL TANK OF		
4	FUEL		
5			
6	BODY PRICE PER SPEC'S ATTACHED		52,785.00
7			
8			
9			
10			
		Base Bid Price w/Options:	\$101,005.00
		Tire Tax:	\$6.00
		Sales Tax (9.05%)	\$9,140.95
		Ford Extended Service Plan 7 YEAR/150,000 MILES POWERTRAINCARE \$100.00 DEDUCTIBLE	\$1,885.00
		Transportation Fee F.O.B. MESA	
TOTAL DELIVERED PRICE			\$111,936.96
			-

Notes:

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

R. Barry Williams

Date/Signature: 03/05/2013

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

The Apache County Educational Service Agency requests approval to enter into an intergovernmental agreement with the Navajo County Educational Service Agency, the fiscal agent of the Northeast Arizona Regional Center (NEAZRC), to participate in a collaborative project with the Arizona Department of Education and the Governor's Office of Education Innovation to provide regionally-based service, support and technical assistance to LEAs in successfully implementing Arizona's education reform plans through Race to the Top.

BOS Meeting Date Requested March 19, 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 the Board _____

Beth Bond

From: Barry Williams <bwilliams@apachecountyschools.net>
Sent: Tuesday, March 05, 2013 12:58 PM
To: Beth Bond; jyoung@apachelaw.net; Barry Weller; Delwin P. Wengert
Cc: Dave Giddings; Linda Morrow (Linda.Morrow@navajocountyaz.gov)
Subject: Agenda Item - IGA with Navajo County ESA
Attachments: Re: Apache-Navajo County IGA; RE: IGA Revisions; AttachmentA.doc; Draft By-Laws NEAZRC_v2 19 2013.doc; RCIGAApache_3_5_13.docx; AgendaItemBOS_IGA.pdf

Good afternoon all,

I believe I am ready to bring the agreement between Navajo County School Superintendent and Apache County School Superintendent back to the Board of Supervisors for consideration. This was the item that I asked to be withdrawn from the Supervisor's agenda the first meeting in January.

This agenda item allows the Apache County Educational Service Agency to be reimbursed for activities that occur as a part of our involvement with the Northeast Arizona Regional Center working in collaboration the Arizona Department of Education and the Governor's Office of Education Innovation.

The attachments are as follows:

AgendaItemBOS_IGA.pdf Our office submission to have this item placed on the BoS agenda.

RCIGAApache_3_5_13.docx The IGA that needs BoS Approval that has been reviewed and approved by Joe Young (see email attachment **Re: Apache-Navajo County IGA**) and has been modified for minor corrections caught by Linda Morrow (see email attachment **RE: IGA Revisions**).

AttachmentA.doc The Subgrantee Agreement between ADE and Northeast Arizona Regional Center (Navajo County ESA-Lead).

Draft By-Laws NEAZRC v2 19 2013.doc The draft version of the Regional Center By-Laws that will be presented to the Regional Center Governance Council for approval sometime in the near future when the council representation has been finalized and official meeting date established.

A portion of the FY13 allocation set aside for our office in this Race to the Top grant has been targeted to pay a portion of the salary and benefits of the professional development coordinator that is currently vacant. Our office is in the process of evaluating the best use of our staff for completing the tasks that we are responsible to accomplish. The vacant professional development coordinator position may be modified while we have this opportunity to consider reorganization options.

Please contact me if you have questions about this agenda item.

Regards,

R. Barry Williams

Apache County School Superintendent
Apache County Education Service Agency
PO Box 548 – 75 North 1st West
St. Johns, AZ 85936
928-337-7539 (Office)
928-245-0042 (Cell)

"We are what we repeatedly do. Excellence, therefore, is not an act but a habit." - Aristotle

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, February 25, 2013 10:15 AM
To: Barry Williams
Subject: RE: IGA Revisions

That looks better. I am good with it

From: Barry Williams [bwilliams@apachecountyschools.net]
Sent: Saturday, February 23, 2013 8:33 PM
To: Joe Young
Subject: IGA Revisions

Good evening Joe,

I am attaching some revisions to the IGA including the correction of the two instances where I forget to change Coconino to Apache.

After reviewing the documents I believe these changes are more clearly stated. Please let me know what you think and call my cell phone if you have questions.

R. Barry Williams

Apache County School Superintendent
Apache County Education Service Agency
PO Box 548 – 75 North 1st West
St. Johns, AZ 85936
928-337-7539 (Office)
928-245-0042 (Cell)

"We are what we repeatedly do. Excellence, therefore, is not an act but a habit." - Aristotle
The information contained in this email may be CONFIDENTIAL and protected by state and federal laws. If the reader of this message is not the identified recipient or an agent of the intended recipient, you are hereby notified that any dissemination, distribution or copying of this confidential communication is STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by phone and destroy all information received.

INTERGOVERNMENTAL AGREEMENT
by and between
APACHE COUNTY EDUCATION SERVICE AGENCY
and the
NAVAJO COUNTY EDUCATION SERVICE AGENCY

This Intergovernmental Agreement is entered into as of the _____ of _____, 2013 by and between **APACHE COUNTY EDUCATION SERVICE AGENCY** (by and through its County School Superintendent), hereinafter referred to as the **ACESA**, and **NAVAJO COUNTY EDUCATION SERVICE AGENCY**, (acting as fiscal agent for the Northeast Arizona Regional Center (NEAZRC), by and through the Navajo County School Superintendent and in partnership with the Apache County Educational Service Agency), hereinafter referred to as **NCESA**, for the provision of contracted services pursuant to A.R.S. 11-952 et seq.

Whereas, **ACESA** is a duly established educational service agency operated by the Apache County Superintendent of Schools under authority of A.R.S. § 15-301 for the purpose of providing programs and services to school districts and charter schools in Apache County;

Whereas, **NCESA** is a duly established educational service agency operated by the Navajo County Superintendent of Schools under authority of A.R.S. § 15-301 for the purpose of providing programs and services to school districts and charter schools in Navajo County;

Whereas, the Northeast AZ Regional Service Center has voluntarily formed to provide cost effective educational services to the Local Education Agencies within its combined jurisdictions,

Whereas, the **NCESA** is authorized to be the fiscal agent for the Northeast Regional Service Center by resolution of its member agencies;

Whereas, all parties are authorized to enter into this Agreement pursuant to A.R.S. 11-952;

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

In collaboration with the Arizona Department of Education (ADE) and the Governor's Office of Education Innovation (GOEI) the NEAZRC will provide regionally-based service, support and technical assistance to LEAs in successfully implementing Arizona's education reform plans through Race to the Top.

2. Termination

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, all property purchased under this Agreement shall remain with the recipient ESA unless otherwise stated.

3. Special Provisions

A Obligations of ACESA:

Working in partnership with Navajo and Coconino County Education Service Agencies and in collaboration with the ADE and GOEI, engage in Ongoing Communication, and Support Communities of Practice and LEA Collaboration, Related to Race to the Top with Regional LEAs to support the implementation of the Arizona 2010 English Language Arts Standards (Common Core), Mathematics Standards (Common Core) and STEM K-12 standards.

B Obligation of NCESA:

Provide payment, both from federal and state allocations to the NEAZRC and shared and collaborated between the three County Education Service Agencies, as described in the Subgrantee Agreement No. 13-04-EDSG (Attachment A) and/or additional agreements provided to the NEAZRC fiscal agent in support of GOEI and ADE implementation of Arizona's education reform plans.

4 Financing

A Each party represents that it has appropriated in its budget sufficient funds to meet its obligations under this agreement for the 2012-13 fiscal year.

B Payment obligations of each party under this agreement are conditioned upon the availability of funds appropriated or allocated by the governing body of each party. If funds are not allocated and available for continuing this Agreement, this Agreement may be terminated in accordance with Section 2. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5 Cancellation for Conflict of Interest

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

6 Non-discrimination

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

7 Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona

8 Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

9 Certification of Contracting Agencies:

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney(s) 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 of the Agreement represented by the undersigned attorney.

Apache County Attorney or Deputy Attorney

Navajo County Attorney or Deputy Attorney

Apache County:

Approved by resolution adopted this ____ day of _____, 2013 authorizing its Chairman to sign on its behalf.

Tom White, Chairman
Apache County Board of Supervisors

Attest:

Clerk of the Board

Apache County Educational Service Agency

Approved by resolution adopted this ____ day of _____, 2013, authorizing the County School Superintendent to sign on behalf of the Apache County Education Service Agency.

By: R. Barry Williams, Apache County Superintendent

Navajo County:

Approved by resolution adopted this _____ day of _____, 2013 authorizing its Chairman to sign on its behalf.

Jonathan M. Nez, Chairman
Navajo County Board of Supervisors

Attest:

Clerk of the Board

Navajo County Educational Service Agency

Approved by resolution adopted this ____ day of _____, 2012, authorizing the County School Superintendent to sign on behalf of the Navajo County Education Service Agency.

By: Linda Morrow, Navajo County Superintendent

Attachment A



SUBGRANTEE AGREEMENT

ARIZONA DEPARTMENT OF EDUCATION
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

Agreement No:13-04-EDSG

PROJECT TITLE: RACE TO THE
TOP REGIONAL BASED
SERVICE, SUPPORT AND
TECHNICAL ASSISTANCE

Effective Date: 12/22/2011

Termination Date: 12/22/2015

This Subgrantee Agreement is entered into, pursuant to Arizona Revised Statutes (A.R.S.) § 35-148 et seq. between the Arizona Department of Education (ADE), and the North Eastern Arizona Regional Service Center (Navajo County ESA-Lead) (Regional Center) (CENTER)

The CENTER agrees to perform the services defined in this Agreement and Work Statement. Any modifications (Amendments) signed by both parties are adopted by reference and become part of this Agreement as of the effective date of the Amendment.

For clarification contact:

Name: Linda Morrow, Navajo County
Superintendent

Phone: (928) 524-4204

Email: linda.morrow@navajocountyaz.gov

Northeastern Arizona Regional Service Center

Center Name

Navajo County Governmental Complex, 100 East
Code Talkers Drive, PO Box 668

Address

Holbrook AZ 86025
City State Zip Code

Signature of Person Authorized to Sign
Date

Linda L Morrow

Printed Name
Superintendent, Navajo County

Title

This Agreement shall henceforth be referred to as Subgrantee Agreement No. 13-04-EDSG

Arizona Department of Education

Awarded this ____ day of August, 2012

Chief Procurement Officer



Agreement No.
13-04-EDSG

Arizona Department of Education
1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

Revised 2/8/2008

1. Purpose of Agreement

The purpose of this Agreement is for the CENTER to provide, in collaboration with the Arizona Department of Education (ADE) and GOEI, regionally-based service, support and technical assistance to LEAs in successfully implementing Arizona's education reform plans through Race to the Top.

2. Term of Agreement

This Agreement is effective from 12/22/2011 through 12/22/2015 and can be renewed in accordance with Section 3, or be terminated in accordance with Sections 10 and 12.

3. Renewal of Agreement

This Agreement may be renewed for additional terms, upon agreement of the CENTER and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

4. Scope of Services

ADE and the CENTER shall perform the obligations agreed to by each as set forth in Attachment "A," attached hereto and incorporated herein by this reference.

5. Payment

As payment for full and satisfactory performance of the services, the ADE agrees to pay the CENTER as outlined in Attachment B-Price Sheet.

6. Compliance with A.R.S. § 35-148

ADE shall reimburse for services performed or advance funds for services to be performed. If funds are advanced, the CENTER shall make an accounting of expenditures and return any unused funds to ADE at the termination of this Agreement.

7. Changes

Any changes to this Agreement (Amendments) shall be in writing and signed by both parties.

8. Arbitration

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



Agreement No.
13-04-EDSG

Arizona Department of Education
1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

9. Breach

This agreement may be terminated by either party if the other party fails to fulfill its obligations.

10. Termination

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

11. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

12. Non-Availability of Funds

Payment and service obligations are conditioned upon the availability of funds appropriated or allocated for the payment or support of such obligation. If funds are not allocated and available for the continuance of this Agreement, the Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

13. Cancellation for Conflict of Interest

This agreement is subject to cancellation under A.R.S. § 38-511.

14. Non-Discrimination

Both parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, political affiliation or disability.

15. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the State at



Agreement No.
13-04-EDSG

Arizona Department of Education
1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

reasonable times. Upon request, the parties shall produce the original of any or all such Records.

16. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The CENTER warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the CENTER may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of CENTERS shall be deemed a material breach of the contract and the CENTER may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the CENTER is complying with the warranty under paragraph A.

17. Confidentiality

ADE and CENTER may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: A. is already in the receiving Party's possession at the time of disclosure; or, B. is or later becomes part of the public domain through no fault of the receiving Party; or, C. is received from a third party with no duty of confidentiality to the disclosing party; or, D. was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CENTER shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

18. Capital Equipment/Software

Disposition of property acquired for the purpose of this Agreement shall be determined by ADE upon termination or completion. The CENTER shall provide ADE with an inventory for this property within 90 days of termination of this Agreement.



Agreement No.
13-04-EDSG

Arizona Department of Education
1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

19. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared and delivered by CENTER in performance of this Agreement shall vest in the State of Arizona.

20. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 18, "Confidentiality" and as provided by State and Federal statutes and regulations.

21. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CENTER:

Linda Morrow, Navajo County
Superintendent; and
Lannie Gillespie
Navajo County Governmental Complex
100 East Code Talkers Drive, PO Box 668
Holbrook, AZ 86025
Telephone: (928) 524-4204
Email: linda.morrow@navajocountyaz.gov
Lannie.Gillespie@navajocountyaz.gov

To ADE:

Jo Summers, Senior Procurement Specialist
Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Telephone: (602) 542-4235
Email: Jo.Summers@azed.gov
Technical Contact: Peter Laing
Telephone: (602) 364-3842
Email: Peter.Laing@azed.gov



**SUBGRANTEE AGREEMENT
ATTACHMENT A – SCOPE OF WORK**

Agreement Number:
13-04-EDSG

Goal

The Center shall provide Regionally-Based Service, Support and Technical Assistance, in collaboration with ADE and GOEI to Race to the Top participating LEAs to implement their LEA Scopes of Work

Scope of Work Framework

1. The Regional Center (Center) shall, in collaboration with the ADE and GOEI, engage in Ongoing Communication, and Support Communities of Practice and LEA Collaboration, Related to Race to the Top with Regional LEAs. The Center shall:
 - a. Regularly communicate with LEAs and member ESAs regarding Race to the Top activities (including, but not limited to: websites, regional meetings and symposiums, webinars, email communications and site visits);
 - b. Identify and encourage collaboration among LEAs and member ESAs in support of Race to the Top activities;
 - c. Identify and support the formation of fiscal and/or programmatic consortiums, in collaboration with member ESAs, for Race to the Top;
 - d. Identify and recognize lighthouse programs and high-quality instructional and professional development resources within the region;
 - e. Tri-annually survey Participating LEAs served within the region, to determine the percentage of Participating LEAs rating the effectiveness of the Regional Center model as an effective delivery mechanism for targeted support services in support of Arizona's transition plan for the implementation of the Arizona 2010 Academic Standards (Common Core) for English Language Arts and Mathematics for their respective region rated at 4.0 or higher on a 5-point Likert scale based on tri-annual (Summer, Fall and Spring) survey data.
2. The Center shall, in collaboration with the ADE and GOEI, support the implementation of the Arizona 2010 English Language Arts Standards (Common Core) /STEM. The Center shall:
 - a. Provide technical assistance to participating LEAs to support the further development, refinement and implementation of their local high-quality ELA/STEM K-12 standards implementation plans;
 - b. Provide Professional Development for Educators (teachers, administrators, coaches, instructional specialists) in Phase 1, 2, and 3 of the Arizona 2010 ELA Standards (Common Core) / STEM;
 - c. Provide Professional Development focused on Leadership (LEA Leadership team, administrators, coaches, PLC Data Team) in support of implementing the Arizona 2010 ELA Standards (Common Core) / STEM;
 - d. Partner with ADE and GOEI to ensure fidelity of implementation of participating LEA ELA/STEM K-12 standards implementation plans (Note: the 'fidelity of implementation' process, to include means, methods, responsibilities and reporting will be collaboratively developed by ADE, GOEI and Regional Centers); and,
 - e. Support the development and dissemination of high-quality ELA/STEM instructional resources (*such as*: Integrated ELA/STEM Lesson Plans; Curriculum Maps; Supplemental Instructional Materials and Resources; and, Professional Development Materials and Modules), as determined by rubrics, developed through the support of Regional Centers in support of Arizona's transition plan for the implementation of the Arizona 2010 Academic Standards (Common Core) for English Language Arts available for LEAs to access online through Arizona's eLearning Platform.
3. The Center shall, in collaboration with the ADE and GOEI, provide support for the implementation of the Arizona 2010 Mathematics Standards (Common Core) /STEM. The Center shall



SUBGRANTEE AGREEMENT
ATTACHMENT A – SCOPE OF WORK

Agreement Number:
13-04-EDSG

- a. Provide technical assistance to participating LEAs to support the further development, refinement and implementation of their local high-quality Mathematics/STEM K-12 standards implementation plans;
 - b. Provide Professional Development for Educators (teachers, administrators, coaches, instructional specialists) in Phase 1, 2, and 3 of the Arizona 2010 Mathematics Standards (Common Core) / STEM;
 - c. Provide Professional Development focused on Leadership (LEA Leadership team, administrators, coaches, PLC Data Team) in support of implementing the Arizona 2010 Mathematics Standards (Common Core) / STEM;
 - d. Partner with ADE and GOEI to ensure fidelity of implementation of participating LEA Mathematics/STEM K-12 standards implementation plans (Note: the 'fidelity of implementation' process, to include means, methods, responsibilities and reporting will be collaboratively developed by ADE, GOEI and Regional Centers); and,
 - e. Support the development and dissemination of high-quality Mathematics/STEM instructional resources (*such as*: Integrated Mathematics/STEM Lesson Plans; Curriculum Maps; Supplemental Instructional Materials and Resources; and, Professional Development Materials and Modules), as determined by rubrics, developed through the support of Regional Centers in support of Arizona's transition plan for the implementation of the Arizona 2010 Academic Standards (Common Core) for Mathematics available for LEAs to access online through Arizona's eLearning Platform.
4. The Center, in collaboration with the ADE and GOEI, shall provide support for the completion of the Student-Teacher-Course Connection. The Center shall:
- a. Provide technical assistance and support to participating LEAs in support of the Course Mapping process;
 - b. Provide technical assistance and support to participating LEAs in support completing the Student-Teacher-Course Connection within their local Student Management Systems; and,
 - c. Provide technical assistance and support to participating LEAs in support of successfully transmitting complete Student-Teacher-Course Connection data to the ADE according to defined file specifications.

Reports

The Center will provide all required reports to ADE in a timely manner. Report form and format requirements are currently TBD. Final requirements will be in a form and format acceptable to ADE, the Center and any involved third party.

Current anticipated report requirements include monthly reports on Scope of Work implementation, an annual report to the Federal Department of Education on program progress and tri-annual reports on survey results. Additional reports may be added as their need is identified.

The Center will provide a copy of their Specific Scope of Work to ADE annually on (TBD) and as needed when significant changes are made to their Scope of Work.



SUBGRANTEE AGREEMENT
ATTACHMENT A – SCOPE OF WORK

Agreement Number:
 13-04-EDSG

Performance Measures and Targets	Actual Data Baseline (Current School Year or most recent)	1 End of Year 5/31/2012	2 End of Year 5/31/2013	3 End of Year 5/31/2014	4 End of Year 12/21/2015
Measure 1: The cumulative number of high-quality ELA/STEM instructional resources (such as: Integrated ELA/STEM Lesson Plans; Curriculum Maps; Supplemental Instructional Materials and Resources; and, Professional Development Materials and Modules), as determined by rubrics, developed through the support of Regional Education Centers in support of Arizona’s transition plan for the implementation of the Arizona 2010 Academic Standards (Common Core) for English Language Arts available for LEAs to access online through Arizona’s eLearning Platform	0	10	30	60	100
Measure 2: The cumulative number of high-quality Math/STEM instructional resources (such as: Integrated ELA/STEM Lesson Plans; Curriculum Maps; Supplemental Instructional Materials and Resources; and, Professional Development Materials and Modules), as determined by rubrics, developed through the support of Regional Education Centers in support of Arizona’s transition plan for the implementation of the Arizona 2010 Academic Standards (Common Core) for Mathematics available for LEAs to access online through Arizona’s eLearning Platform	0	10	30	60	100
Measure 3: Percentage of Participating LEAs, served within each region, rating the effectiveness of the Regional Education Center model as an effective delivery mechanism for targeted support services in support of Arizona’s transition plan for the implementation of the Arizona 2010 Academic Standards (Common Core) for English Language Arts and Mathematics for their respective region rated at 4.0 or higher on a 5-point Likert scale based on tri-annual (Summer, Fall and Spring) survey data	0	10	30	60	100



SUBGRANTEE AGREEMENT
ATTACHMENT B – PRICE SHEET

Agreement Number:
13-04-EDSG

1. Payment(s) to CONTRACTOR. The method of payment, time of payment, and source of funds are:
Source of funds: Race To The Top, Phase 3

CFDA Number: 84.395A

Amount shall not exceed \$500,000.00.
2. The CENTER shall submit completed ADE FORMs-701d and 701b (subject to modification by the program office).
3. If indirect cost is included, the CENTER shall submit a copy of the Indirect Cost Rate Agreement from its cognizant agency for such indirect cost. Indirect cost may be restricted or disallowed on some projects. Check with the appropriate program office for more information.
4. If the CENTER expends \$500,000 or more in federal funds, the CENTER shall have an audit performed pursuant to OMB Circular A-133 and submit the results of that audit to ADE within 9 month of the end of the CENTER'S fiscal year.

**ARIZONA DEPARTMENT OF EDUCATION
INTERAGENCY SERVICE AGREEMENT
BUDGET/ESTIMATED NEEDS PAYMENT SCHEDULE
FOR INSTITUTIONS OF HIGHER EDUCATION, STATE
AGENCIES AND OTHER AGENCIES.**

INSTRUCTIONS:

Submit original to ADE Contracts Management Unit as part of proposed Agreement/amendment..

A. AGREEMENT IDENTIFICATION FOR THE BUDGET PERIOD

From: 12/22/2011

To: 12/22/2015

1. Applicant Agency: Northeastern Arizona Regional Service Center	2. Contact Person: Linda Morrow Phone No.: (928) 524-4204	3. Agreement No.: 13-04-EDSG
4. Funding source (Chapter 1, etc.): Race To The Top, Phase 3 CFDA No.: 84.395A	5. Date submitted:	Index No.:
6. Proposal Name (If any):		7. Check ONE <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal Application <input type="checkbox"/> Completion Report <input type="checkbox"/> Amendment <input type="checkbox"/> ADE Revision

B. AGREEMENT BUDGET *EXPENDITURE CATEGORIES	BUDGET (1)	REQUEST CHANGES (2)	AMENDED BUDGET (3)	EXPENDITURE TO DATE (4)	BUDGET BALANCE (5)
8. Salaries - Instructional					
9. Salaries - Non-instructional					
10. Employee Benefits					
11. Travel	\$8,000.00				
12. Supplies and Materials					
13. Purch Services /Consultant Fees	\$466,000.00				
14. Tuition					
15. Printing &Reproduction					
16. Utilities and Communications					
17. Other (Project Operating Expenses)	\$26,000.00				
18. SUBTOTAL	\$500,000.00				
19. Indirect Cost (% x line 18)					
20. Capital Outlay					
21. TOTAL					
22. Administrative Costs					

23. Cash Balance (For Completion Purposes)
 * SEE INSTRUCTIONS ON NEXT PAGE

COMPLETION REPORT SIGNATURE (Blue Ink Only)

I hereby certify that this is a reasonable statement of total expenditures for this Agreement.

Applicant Authorized Agent

Date

D. SUMMARY OF AVAILABLE FUNDS INCLUDED IN BUDGET ABOVE

C. ESTIMATED NEEDS PAYMENT SCHEDULE

(Original Revised Date _____)

FY _____ Jul _____ Jan _____ Aug _____ Feb _____ Sept _____ Mar _____ Oct _____ Apr _____ Nov _____ May _____ Dec _____ Jun _____ TOTAL _____	FY _____ Jul _____ Jan _____ Aug _____ Feb _____ Sept _____ Mar _____ Oct _____ Apr _____ Nov _____ May _____ Dec _____ Jun _____ TOTAL _____	FY _____ Jul _____ Jan _____ Aug _____ Feb _____ Sept _____ Mar _____ Oct _____ Apr _____ Nov _____ May _____ Dec _____ Jun _____ TOTAL _____
--	--	--

Regional Education Center

Project-Level Budget Narrative: Provide a budget narrative that accompanies the Project-Level Budget Table and backup detail associated with each budget category in the Project-Level Budget.

13. Purch Services /Consultant Fees	Year 1	Year 2	Year 3	Year 4
Contracted services for RTTT Regional Implementation	\$ 46,000.00	\$ 115,000.00	\$ 115,000.00	\$ 190,000.00
<p>Common Core County Liaisons to: Conduct and coordinate extensive onsite professional development and technical assistance for all participating LEAs within their region. Collaborate closely with ADE content literacy experts in ELA, Math, Science and STEM integration. (Y1: 30,000 Y2: 45,000; Y3: \$45,000, Y4: \$90,000)</p> <p>Student Course Connection support contract person: (Y1: \$10,000)</p> <p>Common Core Trainers to conduct ELA/MA common core standard training compensated at the state rate(\$270) Substitute compensation at the rate of \$100 per day to districts who release common core trainers for regional trainings</p> <p>Website creation/maintenance (\$3,000 Y2,Y3 \$6,000 Y4)</p> <p>Blackboard Collaborate: Contract for online collaboration (\$6,000 per years 2-4)</p> <p>Pinal County Curriculum Support (Y2: 14,850; Y3: 24,850; Y4: 25,850)</p> <p>Administrative oversight for the regional center: (Total for all four years \$50,000)</p> <p>Financial support for each county office: (Total for all four years \$12,600.00)</p>				
Total Contracted Services	\$ 46,000.00	\$ 115,000.00	\$ 115,000.00	\$ 190,000.00

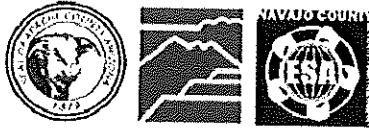
11) Travel	Year 1	Year 2	Year 3	Year 4
In State travel	2,000.00	2,000.00	2,000.00	2,000.00
In State travel support for the Common Core County Liaison and Common Core Trainers for RTTT, to conduct and coordinate extensive onsite professional development and technical assistance for all participating LEAs within their region.. Travel expenses include: <i>mileage reimbursement or fleet vehicle usage, hotel and per-diem expenses.</i> \$2000.00 per year				
Total Travel	2,000.00	2,000.00	2,000.00	2,000.00
17) Other	Year 1	Year 2	Year 3	Year 4
Other – Project Operating Expenses	2,000.00	8,000.00	8,000.00	8,000.00
Project operating expenses to support the operations of the Regional Education Center, to include: electronic and print outreach and marketing, professional development, training and technical assistance materials and resources, printing, postage, facilities / meeting space, and other office expenses, supplies and equipment.				
Total Other	2,000.00	8,000.00	8,000.00	8,000.00
Total Direct Costs for All Budget Periods		\$ 500,000.00		



SUBGRANTEE AGREEMENT
ATTACHMENT C – INTELLECTUAL PROPERTY

Agreement Number:
13-04-EDSG

- **CENTER Materials and Inventions.** As between the parties, CENTER shall own all rights, title, and interests, in and to: all CENTER Materials and Inventions, including all patents, copyrights, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by CENTER; and all derivative works therefrom. CENTER shall grant to ADE for the duration of the term of the Agreement a nonexclusive, worldwide right and license to copy, distribute, transmit, display, perform, create derivative works from, sub-license and otherwise use and exploit the CENTER Materials, in any medium now known or hereafter developed, provided that ADE and CENTER shall negotiate in good faith a mutually agreeable arrangement for an appropriate licensing fee payable to CENTER for any such license that will allow CENTER to recover any of its direct, out of pocket development costs in such CENTER Materials. To the extent any such license to ADE relates to CENTER Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this Agreement or Statement of Work without any additional incremental charge, then the license between ADE and CENTER shall likewise not include any additional incremental charge (over and above cost recovery for CENTER) with respect to such Materials. Except as otherwise requested or approved by CENTER, ADE shall cease all use of the CENTER Materials upon expiration or termination of the Agreement, and shall immediately return or destroy the same at CENTER's direction.
- **ADE Materials and Inventions.** From time to time, ADE may provide CENTER with certain ADE Materials. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or CENTER; and all derivative works therefrom. ADE hereby grants to CENTER a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, create derivative works, sublicense and otherwise use and exploit the ADE Materials for the performance of the Services hereunder. The foregoing license does not give CENTER, and CENTER is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, CENTER shall cease all use of the ADE Materials upon expiration or termination of the Agreement, and shall immediately return or destroy the same at ADE's direction.
- **Joint Inventions.** During the term of this Agreement, the parties jointly may conceive of Inventions relating to the provision of Services hereunder. In such event, CENTER and ADE shall jointly own any such Invention. All rights, title, and interests are jointly and equally shared by the CENTER and the ADE. In the event that such Inventions relate to Materials licensed from a third party and such third party requires fees for said Materials, each party shall be responsible for covering the costs of their use of these third party Materials outside the scope of this agreement. To the extent any such Inventions relates to Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this Agreement or Statement of Work without any additional incremental charge, then likewise, there shall be no additional incremental charge to either party by the other with respect to such Materials.
- **Defined Terms.** For purposes hereof, the following terms have the following meanings:
 - ***"Invention"*** shall mean any idea, design, concept, technique, process, machine, discovery or improvement, whether or not patentable, conceived of or made solely or jointly by CENTER and CENTER's employees, or jointly by CENTER and CENTER's employees with one or more employees of ADE, during the term of this Agreement and in the performance of this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in the performance of the Agreement.
 - ***"Materials"*** shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of the Services. "Materials" include Materials created by or for ADE ("*ADE Materials*") and Materials created by or for CENTER ("*CENTER Materials*").



**BY-LAWS OF THE
Northeast AZ Regional Center Governance Council
NEW DATE**

ARTICLE I - PURPOSE

The Northeast AZ Regional Center Governance Council is hereby organized as a voluntary educational consortium specifically for, but not limited to:

- A. Promoting, developing and providing shared educational services to participants for strategic statewide initiatives,
- B. Creating a region wide educational service system that will allow collaboration and shared resources among participants,
- C. Providing a coordinated educational communication network that requires a joint integrated approach between participants and assures local control of the end use of the product,
- D. Coordination of governance, personnel, and fiscal services provided by the three (3) elected County School Superintendents of Apache, Coconino and Navajo Counties working in partnership with each other and the participants,
- E. Establish and maintain a website, available to the public and member Local Education Agencies, which include at a minimum; Council By-Laws, Meeting Agendas, Meeting Minutes, a list of upcoming events, and services available.

ARTICLE II - GOVERNANCE COUNCIL

SECTION 1. General Powers, Number, Tenure and Qualifications.

The activities of the consortium shall be managed by a Regional Council numbering nine (9) members with an initial term for Local Education Agency (LEA) Members ending December 31, 2013. Thereafter, the terms of Regional Council members shall be for two (2) years and shall commence on January 1 and terminate on December 31. LEA members may be elected or appointed to successive terms without limit.

SECTION 2. Members of the Regional Council.

- A. The Council members shall be:
 - The elected County School Superintendents of Apache, Coconino and Navajo Counties, or their successors, excluding the County Superintendent who is appointed as the Fiscal Agent.
 - Six (6) LEA Representatives. Two (2) from each of the counties as selected by the various Local Education Agencies (public school districts or charter schools) and an additional representative elected from the county providing fiscal services (in lieu of the County Superintendent).

- B. Vacancies on the Governance Council occasioned by resignation or any other reason may be filled in the same manner as the original member was selected.
- C. At all times during the term of a Governance Council member, that individual must be in good standing within the group, agency, or entity from which they were originally selected.

SECTION 3. Meetings of the Governance Council.

- A. After the initial organizational meeting of the Governance Council, the annual meeting of the Governance Council shall be held during the month of February of each year.
 - B. In addition to the annual meeting, the Council shall hold three (3) regular meetings each year as determined at the annual meeting. The annual meeting and regular meetings require a quorum be physically present at the meeting. Special meetings may be called by the President, by any member County School Superintendent, or by the Governance Council by majority vote of the quorum present at a regular or special meeting.
 - C. A Council member will be removed from office upon the occurrence of either of the following:
 - (1) Failure to attend a majority of meetings in a calendar year; or
 - (2) Failure to attend three (3) consecutive regular or special meetings.
- If a Council member is removed, the Governance Council shall cause a written notice to that effect to be sent by first class registered mail to the Council member who was removed.
- D. A simple majority of the voting members of the Governance Council shall constitute a quorum for the transaction of business at any meeting of the Council.
 - E. Meetings of the Governance Council, whether regular or special, may be held by means of telephonic or similar communications equipment, by means of which all persons participating in the meeting can hear each other. A request to attend a regular meeting by teleconference requires a seventy two (72) hour notification to the President or the Secretary and must not conflict with the quorum requirements set forth in part B of this section. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.
 - F. Council members should notify the President or Secretary of an impending absence, seventy two (72) hours in advance of the meeting if possible.
 - G. Any Council member may, prior to posting, submit an item to the President or the Secretary for inclusion on the next agenda.
 - H. Agendas for regular meetings and special meetings shall be posted twenty four (24) hours in advance. The posting shall be provided to each Council member, all Consortium members, to anyone who makes such a request, and it shall be placed on Northeast AZ Regional Center website.

SECTION 4. Duties and Responsibilities of the Council.

The Governance Council shall have the duty to see that the purposes of the Consortium are carried out. They are responsible to:

- A. Attend meetings on a regular basis, representing the interest of the group they represent while keeping the best interest of the Consortium in mind;
- B. Regularly determine that the business and assets of the Consortium are efficiently and effectively handled;
- C. Establish policy and guidelines with respect to the operation and management of the Consortium and its several projects;
- D. Establish a communication network among participating agencies;
- E. Immediately disclose any conflict of interest (financial interests, family matters, legal constraints) they may have, and refrain from participating in discussions or decisions in regard to the conflict.

SECTION 5. Acceptance of Gifts.

The Governance Council may accept on behalf of the Consortium any contribution or gift, subject to whatever conditions are attached to the gift, as long as it does not conflict with the By-Laws of the Consortium, and is permitted by state law, federal law and county guidelines.

ARTICLE III – OFFICERS

SECTION 1. Officers.

The officers of the Consortium shall be President, Vice-President, and Secretary and such other officers as the Council may determine. Unless otherwise authorized by the Governance Council, all officers must be voting members of the Consortium.

SECTION 2. Election and Term of Office.

The elected officers of the Consortium shall be elected annually by the Governance Council at the regular annual meeting. Officers will serve a one year term and may hold office for consecutive years without limit. The Governance Council may replace officers who resign the office or end their service to the Consortium as needed.

SECTION 3. President.

The President shall preside at all meetings of the Governance Council. The President shall serve as an ex-officio member of all committees.

SECTION 4. Vice-President.

The Vice-President shall perform the duties of the President in his or her absence and shall perform such other duties as may be assigned by the President or the Governance Council.

SECTION 5. Secretary.

The Secretary may, with the consent of the County School Superintendent who is designated as the fiscal agent, utilize one or more staff members of the County Schools / Education Service Agency Office to carry out the duties. The Secretary shall see that minutes of all meetings of the Governance Council and all

appointed committees, are kept and filed. He or she shall give, or cause to be given, notice of all meetings of the Council and of all appointed committees.

SECTION 6. Treasurer.

The Treasurer shall be the County School Superintendent who is designated as the fiscal agent. The Treasurer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Consortium and will nominate, at a meeting prior to the annual meeting, an impartial person to perform a review of the year's financial activities. The report of this audit/review will be presented at the annual meeting.

SECTION 7. Pro Tempore.

When the President and Vice-President are both absent, or when the Secretary is absent, the Council may appoint a temporary Officer from among the members present.

SECTION 8. County School Superintendent / Fiscal Agent.

The Navajo County School Superintendent, or her/his successor, is hereby appointed as the fiscal agent, until such time that the member County School Superintendents shall direct otherwise. The Superintendent / Fiscal Agent shall facilitate the gathering of the meetings of the Consortium and provide administrative support as requested by the Council. The Superintendent / Fiscal agent shall manage and maintain procedures/protocols necessary to meet financial and audit compliance requirements. The Superintendent may appoint other facilitators to assist the Consortium from among the staff of the Education Service Agency.

ARTICLE IV - COMMITTEES

SECTION 1. Appointment.

The President, with the approval of the Governance Council, may appoint advisory committees to carry out the objectives and purposes of the Consortium. Such committees shall have at least two (2), but less than a quorum of the Council members, but additional members of interested persons from throughout the region may be appointed whose expertise will be of benefit to the work of the committee. In addition to the standing committees identified in Article IV, Section 2, the President may, as appropriate, appoint other standing and ad-hoc committees to address specific projects of the Consortium.

SECTION 2. Standing Committees.

- A. **Executive Committee.** This committee (President, Vice-President, Secretary, County School Superintendent / Fiscal Agent) shall be responsible to carrying out the administrative functions of the Consortium.
- B. **Grants Committee.** This committee shall be responsible for coordinating and securing grant funding, based on the guidance of the Governance Council.
- C. **Bylaw Committee.** This committee shall be responsible for regularly reviewing the Bylaws and recommending changes as needed.
- D. **Finance Committee.** This committee, acting together with the fiscal agent, shall be responsible for proposing an annual budget, creating an annual finance report, ensuring compliance with all applicable state and federal laws, meeting all tax reporting requirements, and making recommendations to the Governance Council in regard to budgets and audits.

- E. **Technical Resource Committee.** This committee shall identify best practices for technical support services, interoperability problem resolution, joint procurement and disposal, and infrastructure sustainability.

ARTICLE V – AMENDMENT OF BY-LAWS

The Governance Council may amend these By-Laws by a two-thirds (2/3) vote of the entire Council at any annual or regular meeting. An amendment may be proposed by a simple majority and made available to all Council members at least two (2) weeks prior to any vote to amend the By-Laws.

ARTICLE VI – GENERAL PROVISIONS

SECTION 1. Agency Office.

The principle office of the Consortium shall be located in the State of Arizona at the office of the Navajo County School Superintendent at 100 East Code Talkers Drive, South Highway 77, P.O. Box 668, Holbrook, AZ 86025, or as subsequently changed by the member County School Superintendents.

SECTION 2. Fiscal Year.

The Fiscal year ends the last day of June of each year and begins the first day of July.

SECTION 3. Date of Adoption of By-Laws.

The By-Laws were adopted by the Governance Council on NEW DATE.

ARTICLE VII – DISSOLUTION

SECTION 1. Dissolution. Upon dissolution of this organization, assets shall remain in the possession of the County ESA they have been assigned or disposed using approved property disposal procedures established by the corresponding County.

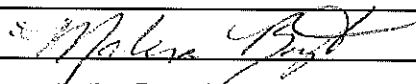
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Manager

Date/Signature: 03/11/2013



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

Request adoption of the annual Fair Housing Proclamation and observe the month of April as Fair Housing Month.

BOS Meeting Date Requested 3/19/2013

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:

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. _____

A Resolution of the Apache County Board of Supervisors Approving and Adopting "2013 Fair Housing Proclamation".

WHEREAS, the National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within the constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only a national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

THEREFORE, the Apache County Board of Supervisors do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

PASSED, ADOPTED, AND APPROVED by the Apache County Board of Supervisors on March 19, 2013.

By: _____
Chairman, Apache County

ATTEST: _____
Clerk of the Board

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

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

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

BOARD OF SUPERVISORS
OF APACHE COUNTY

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

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



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

Resolution No. 2012-06

A Resolution of the Apache County Board of Supervisors Approving and Adopting "2012 Fair Housing Proclamation".

WHEREAS, the National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within the constitutional limits, for fair housing in the United States; and


WHEREAS, the principle of Fair Housing is not only a national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

THEREFORE, the Apache County Board of Supervisors do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

PASSED, ADOPTED, AND APPROVED by the Apache County Board of Supervisors on 4/13 2012.

By: 
Chairman, Apache County

ATTEST: 
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 3/4/13 Angela C. Romero

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

Elections: Request approval of the Canvass of the March 12, 2013 Special Election.

BOS Meeting Date Requested 3/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review:_____

Signature:_____

Finance Review:_____

Signature:_____

Purchasing Review:_____

Signature:_____

Human Resources Review:_____

Signature:_____

Other Review:_____

Signature:_____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board_____

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

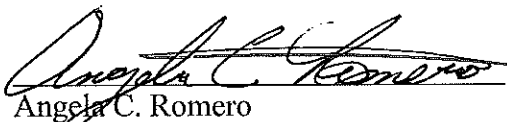
P.O. BOX 428
ST. JOHNS, ARIZONA 85936

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



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

I, Angela C. Romero, Apache County Elections Director, do hereby certify that the foregoing Summary of Votes Cast is a true, correct and complete tabulation of the votes cast at the Special Election held in Apache County, State of Arizona on the 12th day of March, 2013, showing the name of each candidate and the number of votes each candidate received, or the title of each ballot measure and the number of votes for and against in said election.


Angela C. Romero
Elections Director

3/19/13
Date

The attached five (5) pages reflect the results of the March 12, 2013 Special Election. For those offices to be canvassed by the Apache County Board of Supervisors, these results are hereby approved by the Board as the Official Canvass of the March 12, 2013 Special Election.

APPROVED THIS 19th DAY OF March, 2013.

Tom M. White, Jr.
Chairman of the Board

ATTEST:

Delwin P. Wengert
Clerk of the Board

Election Summary Report
 2013 City of St. Johns Primary
 Summary For Jurisdiction Wide, All Counters, All Races
OFFICIAL RESULTS

Date:03/13/13
 Time:07:17:03
 Page:1 of 1

Registered Voters 1998 - Cards Cast 538 26.93%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

City of St. Johns Primary

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	538/1998	26.9 %
Total Votes	1329	
HANCOCK, PETE	375	28.22%
HAUSER, KAY	318	23.93%
RAYKOVITZ, TONY	370	27.84%
Write-in Votes	266	20.02%

Statement of Votes Cast
 2013 City of St. Johns Primary
 SOVC For Jurisdiction Wide, All Counters, All Races
 OFFICIAL RESULTS

Date:03/13/13
 Time:07:17:17
 Page:1 of 3

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
City of St. Johns- Prec #(s): 12.2 / 61.2 / 61.4	1998	538	26.93%
Total	1998	538	26.93%

Statement of Votes Cast
 2013 City of St. Johns Primary
 SOVC For Jurisdiction Wide, All Counters, All Races
 OFFICIAL RESULTS

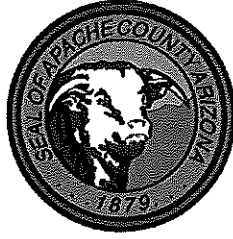
Date:03/13/13
 Time:07:17:17
 Page:2 of 3

		City of St. Johns Primary							
		Reg. Voters	Times Counted	Total Votes	HANCOCK, PETE	HAUSER, KAY	RAYKOVITZ, TONY		
Jurisdiction Wide									
City of St. Johns- Prec #(s): 12.2 / 61.2 / 61.4		1998	538	1329	375 28.22%	318 23.93%	370 27.84%		
Total		1998	538	1329	375 28.22%	318 23.93%	370 27.84%		

Statement of Votes Cast
 2013 City of St. Johns Primary
 SOVC For Jurisdiction Wide, All Counters, All Races
 OFFICIAL RESULTS

Date:03/13/13
 Time:07:17:17
 Page:3 of 3

	City of St. Johns Primary	Write-In Votes
Jurisdiction Wide		
City of St. Johns- Prec #(s): 12.2 / 61.2 / 61.4	266	20.02%
Total	266	20.02%



Apache County Elections

OFFICIAL STATEMENT OF VOTES CAST FOR REGISTERED WRITE-IN CANDIDATES

CITY OF ST. JOHNS COUNCIL MEMBER

OVERSON, BRADLEY 67

RICHARDSON, JOHN 174

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

datetime stamp

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

Treasurer's Office/Assessor's Office

Date/Signature: Amanda McCombe 2/25/13 Chris J. Hoyt 2-25-13

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 a software contract with Tyler Technologies, Inc.

_____ BOS Meeting Date Requested 3/5/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

BOARD ACTION TAKEN

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

_____ Signature Clerk of Board _____

AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and Apache County, with offices at 75 W Cleveland Street, St. Johns, Arizona 85936 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install, and implement the products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the Investment Summary and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full within thirty (30) days notification of such non-compliance or non-payment. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date. County employee users are allowable.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. To the fullest extent of the law, Client shall use reasonable efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process.

3. Intellectual Property Infringement Indemnification.

a) Tyler’s Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client’s Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler’s Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided or approved by

Tyler;

- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client’s continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Products; or
- (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.

2. Cancellation of Services. In the event Client cancels services as set forth in the Investment Summary attached hereto as Exhibit 1, less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

3. Additional Services.

a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1).

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

c) Tyler agrees to provide the Services, including all necessary training as described herein and in each of the exhibits attached hereto. Prior to providing additional services not included in this Agreement, each and every Service or training, written proposal of price shall be submitted to Tyler and agreed to in writing by County. The written proposal must be approved and signed by the Deputy assessor or Deputy Treasurer as appropriate for their department or their appointed designee. The written proposal must state that the County shall not be required to pay for such additional Services until such time as the Deputy assessor or Deputy Treasurer is satisfied that at least one Apache County employee has demonstrated competency in the subject being trained.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change.

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

- i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

SECTION D – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(13). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, both parties acknowledge that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of each party's personnel. Both parties shall, and shall cause personnel to, use all reasonable efforts to cooperate with and assist as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Neither party shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to 2 times the Fees set forth in the Investment Summary related to the defective product or service.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

7. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

8. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

a) At the time of the disclosure is in the public domain;

b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;

c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;

d) A party receives from a third party who has a right to disclose it to that party; or

e) Is subject to Freedom of Information Act or Arizona's public records laws requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

9. Shipping. Delivery shall be F.O.B. shipping point.

10. Payment Terms.

- a) Tyler shall invoice Client \$68,059.50 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
- b) Tyler shall invoice Client \$163,342.80 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
- c) Tyler shall invoice Client \$40,835.70 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.
- d) Tyler shall invoice Client fees for services not to exceed the hours set forth in the Investment Summary attached hereto as Exhibit 1, plus expenses, if and as provided/incurred. Client shall maintain a reserve of funds not paid to Tyler relating to the Services and the competency to be achieved by employees being trained by Tyler. Such reserved shall not exceed 10% of the services total contract amount. Each training item in Exhibit 3 is subject to a \$1,400.00 deduction from the final payment as defined in this Section 10 Payment Terms. Withheld funds are payable to Tyler as competency is signed off for each remaining item in Exhibit 3
- e) Such not to exceed services do not include any modifications to the software. Should Client require modifications, Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- f) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- g) Payment is due within thirty (30) days of the invoice date.
- h) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees will be due on the anniversary of such date.
- i) The fees and other charges set forth on the Investment Summary do not include any tax or other governmental imposition including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to Tyler on demand in the even that Tyler is responsible or demand is made on Tyler for the payment thereof. If tax-exempt, Client must provide Tyler with Client's tax-exempt number or form.

11. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Notices.

- a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - i) Actually received,
 - ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - iii) Upon receipt by sender of proof of email delivery, or
 - iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Apache County
75 W Cleveland Street
St. Johns, AZ 85936
Attention: _____

Tyler Technologies, Inc.
1 Cole Haan Drive
Yarmouth, ME 04096
Attention: Contracts Manager

14. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Apache County

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Customer Name:
Contact:
Date:
Salesman:

Apache County
Lyle Lefevre
September 10, 2012
Craig Dixon

Investment Summary

Prepared for:	Apache County	Contract ID # :	2012-0073
Contact Person:	Lyle Lefevre	Issue Date:	9/10/12
Address:	75 W Cleveland St. St. Johns, AZ 85936	Salesman:	C. Dixon
Phone:	(928) 337-7508	Tax Exempt:	Yes
Fax:			
Email:	llefevre@co.apache.az.us		

Product Service & Equipment	On Signature	On Delivery	As Verified	As Progress Occurs	Totals	Maintenance
Total Applications Software License Fees	68,059.50	163,342.80	40,835.70		272,238.00	58,995.00 **
Total Professional Services				231,890.00	231,890.00	
Totals	68,059.50	163,342.80	40,835.70	231,890.00	504,128.00	58,995.00

** Discounted maintenance only honored if Agreement is signed by Client and received by Tyler on or before 3/29/13.

Please Note: Travel expenses will be billed as incurred.

Please Note: NJPA Contract Purchase - # 013006.

Assessor and Treasurer

License Fees - Software	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Eagle Assessor Base License Fee (per installation of the master application)	1	51,632	51,632	12,392
Parcel Specific Content Management (Scanning, Imaging & Content)	1	Included	Included	
Modules				
Personal Property Module	1	10,640	10,640	2,554
Protest Tracking Module	1	10,640	10,640	2,554
Assessor Workflow Options Optional workflow with the Eagle Software Applications	1	3,290	3,290	790
Software Total for Eagle Assessor Module:			\$76,202	\$18,288
Eagle Appraiser Base License Fee (per installation of the master application)	1	51,968	51,968	12,472
Parcel Specific Content Management (Scanning, Imaging & Content)	1	Included	Included	
Modules				
Apex	5	1,250	1,250	
Marshall & Swift Licensing Fees Annual Fee - Fee is subject to change annually.	1	2,698	2,698	
Commercial 587 parcels				
Mobile/Manufactured 1713 parcels				
Residential 9746 parcels				
Agricultural 1647 parcels				
Marshall & Swift Interface Integration	1	9,240	9,240	2,218
Eagle GIS Viewer	1	10,394	10,394	2,495
Software Total for Eagle Appraiser Module:			\$75,550	\$17,184
Eagle Treasurer Base License Fee (per installation of the master application)	1	62,496	62,496	14,999
Parcel Specific Content Management (Scanning, Imaging & Content)	1	Included	included	
Check Scanning Module Automated Check Scanning / Integrated Payments	1	5,600	5,600	1,344
Line of Credit (Treasurer)	1	5,000	5,000	1,200
Treasurer Workflow Options Optional workflow with the Eagle Software Applications	1	3,290	3,290	790
Third Party Imports Standard AZ Import/export	1	1,120	1,120	269
Software Total for Eagle Treasurer Module:			\$77,506	\$18,601

Software, Services, Hardware & Support for Eagle Web	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Web Application				
Internet Access Module for Assessor Data and/or Treasurer Data. ASSESSOR: <ul style="list-style-type: none"> • Allows querying over basic parcel information and retrieving a limited amount of parcel data information. Two search engines are provided: - Account Search: owner, parcel, legal description - Sale Search: from/to sale price, legal description, sale date range, parcel number • Parcel data is queried and displayed as of a working year specified by the county • Photos, sketches and a basic GIS map are available • Treasurer tax transaction data can be displayed for counties that purchase Eagle Treasurer • Includes charges and payments • The Property Record Card report is available for public printing TREASURER: <ul style="list-style-type: none"> • Allows querying over basic parcel information and retrieving a limited amount of parcel data information by Accountno, Owner, Parcel ID, or situs address. • General Parcel information, including ownership, value, tax area, and mill levy • Ability to view prior tax receipts and print • Ability to reprint Tax Bill • Ability to print Statement of Taxes Due • Ability to print Summary of Taxes Due 	1	29,120	29,120	6,989
Advanced Web				
<ul style="list-style-type: none"> • All standard features included • Querying over advanced parcel data (e.g. Tax Authority, Tax Area, and Appraisal Attributes) • Appraisal data can be queried and displayed as a working year specified by the county and can be controlled separately from the parcel data. • Account Public Extract • Configuring EagleWeb for other websites to link directly to Parcel Data Summary (one configuration) • Web service to configure EagleWeb to link directly to third party websites (e.g. County Permit Site, GIS Websites etc.) • Configuration of Google Analytics to monitor traffic and usage of EagleWeb • Configuration of Google Maps integration 	1	3,500	3,500	840
eCommerce for Eagle Web				
Provides for sale of Certificate of Taxes Due using pre-pay or credit accounts. Integrated with Tyler Payments for the payment of property taxes by credit card or eCheck; for on-line payments only. Applies to Treasurer's Office on-line payments only.	1	10,360	10,360	2,486
Web Installation Services				
Installation and Implementation - Assumes Eagle Web Installation and Implementation occur in conjunction with Eagle Software Training and Implementation.	1	7,000	7,000	
Total for Eagle Web Module:			\$49,980	\$10,315

Software, Services, Hardware & Support for Eagle Web	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Web Application				
Internet Access Module for Assessor Data and/or Treasurer Data. ASSESSOR: <ul style="list-style-type: none"> • Allows querying over basic parcel information and retrieving a limited amount of parcel data information. Two search engines are provided: - Account Search: owner, parcel, legal description - Sale Search: from/to sale price, legal description, sale date range, parcel number • Parcel data is queried and displayed as of a working year specified by the county • Photos, sketches and a basic GIS map are available • Treasurer tax transaction data can be displayed for counties that purchase Eagle Treasurer • Includes charges and payments • The Property Record Card report is available for public printing TREASURER: <ul style="list-style-type: none"> • Allows querying over basic parcel information and retrieving a limited amount of parcel data information by Accountno, Owner, Parcel ID, or situs address. • General Parcel information, including ownership, value, tax area, and mill levy • Ability to view prior tax receipts and print • Ability to reprint Tax Bill • Ability to print Statement of Taxes Due • Ability to print Summary of Taxes Due 	1	29,120	29,120	6,989
Advanced Web				
<ul style="list-style-type: none"> • All standard features included • Querying over advanced parcel data (e.g. Tax Authority, Tax Area, and Appraisal Attributes) • Appraisal data can be queried and displayed as a working year specified by the county and can be controlled separately from the parcel data. • Account Public Extract • Configuring EagleWeb for other websites to link directly to Parcel Data Summary (one configuration) • Web service to configure EagleWeb to link directly to third party websites (e.g. County Permit Site, GIS Websites etc.) • Configuration of Google Analytics to monitor traffic and usage of EagleWeb • Configuration of Google Maps integration 	1	3,500	3,500	840
eCommerce for Eagle Web				
Provides for sale of Certificate of Taxes Due using pre-pay or credit accounts. Integrated with Tyler Payments for the payment of property taxes by credit card or eCheck; for on-line payments only. Applies to Treasurer's Office on-line payments only.	1	10,360	10,360	2,486
Web Installation Services				
Installation and Implementation - Assumes Eagle Web Installation and Implementation occur in conjunction with Eagle Software Training and Implementation.	1	7,000	7,000	
Total for Eagle Web Module:			\$49,980	\$10,315

Services

Analysis, Design & Site Prep	16,800
Conversion Services	
Data Upload - Appraiser & Assessor	47,600
Data Upload - Treasurer	30,100
Image and Photograph Upload	3,080
Sketch Upload	1,680
Software Staging	30,240
Testing & User Acceptance	8,960
Production System Transition	560
Project Management	17,640
Installation of Software and Hardware	9,590
Training Services	
On-site Training	35,280
WebEx Training	3,200
Go-Live Services	20,160
<i>Travel Expenses will be billed as incurred</i>	

Service Totals for all quoted Applications:	\$224,890
--	------------------

Grand Total of all Licenses and Services

Total for all quoted Applications:	\$504,128
---	------------------

Annual Software Support and Maintenance

Total for all quoted Applications	\$64,390
--	-----------------

Special Consideration Discount until 3/29/13 (requires Assessor & Treasurer) (\$5,395)

Total for all quoted Applications	\$58,995
--	-----------------

SERVICES

DESCRIPTION OF SERVICES	Total Service Costs	Total Hours	Estimated Days On-Site
<p>1. Project Management Includes estimated professional services required for on-site visits as well as general project development. Project management includes communications and meetings with end user staff members for general development the specific project; Project Plan and Schedule, Conversion Plan, Installation/Implementation Plan, Training Plan and schedule as well as data and software testing plan and on-going Project Management</p>	17,640	126	5
<p>2. Business Analysis Includes estimated professional services required for information gathering on business processes, creation/discussion of forms, business/calculation models, workflow, etc. Specify software functions any required modifications/enhancements.</p>	16,800	120	10
<p>3. Software Configuration & Staging Includes estimated professional services for staging, configuration installation of configured application software and hardware quoted. Includes the creation of the following number of appraisal models for Eagle Appraiser, setting up attributes, calculations, reports, etc.</p>	30,240	216	0
<p>4. Testing and User Acceptance Includes estimated professional services for user testing and acceptance of all the software components (screens, models, current reports; forms; workflow, etc.).</p>	8,960	64	0
<p>5. Installation Includes estimated professional services for installation of the base software and any hardware quoted herein. Includes configuration of database and application servers.</p>	9,590	69	9
<p>6. Training and Implementation Includes estimated professional services for training and implementation required for a successful implementation of the project.</p>	35,280	252	29
<p>7. WebEx Remote Training Services Includes estimated professional services for WebEx remotes training for follow-up training and annual processes for the balance of the calendar year.</p>	3,200	32	n/a
<p>8. Go-Live Services Includes estimated professional services for Go-Live Services.</p>	20,160	144	18
<p>9. Production System Transition Includes estimated professional services to transition from a training and implementation status to a production system status.</p>	560	4	0

SERVICES (cont.)

DESCRIPTION OF SERVICES	Total Service Costs
<p>10. Data Upload This line item anticipates a data upload as defined in the Conversion Specification. The County will supply all data in a delimited ASCII text file, a database dump or backup of Microsoft SQL Server, a database dump or backup of Oracle OR a database dump of Access via ftp or hard drive. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the converted data for accuracy and completeness. The Conversion Specification document details all conversion requirements. Treasurer includes full tax transaction history. Includes conversion of Marshall & Swift square foot method data into EA. The data is expected to be stored in format as defined by Marshall & Swift. Details of what is converted is described in the Conversion Specification. Mapping or creating data to fit into the Marshall & Swift requirements is outside the scope of this proposal.</p>	
<p>Appraiser & Assessor (CCI)</p>	
Data	35,000
M&S	12,600
Treasurer (ADT)	
Data	21,000
Full Tax Transaction History	9,100
11. Image Upload	3,080
<p>This line item anticipates an image upload. The County will make the images and image data accessible for conversion by placing them on a drive attached to the application server. If supplied in this format, the minimal upload fee listed will apply. If the images are supplied in any other format than the one required by Tyler, additional charges will apply. If the images do not match the requirements as defined in the Conversion Specification additional charges may apply. Tyler will provide image count information (images in, images out; etc.). County will be responsible for reviewing the uploaded images for accuracy and completeness. Annotations, including redactions and notes, on the image are not included in the image conversion unless specified.</p>	
12. Sketch Conversion - Priced for 5000 sketches.	1,680
<p>This line item anticipates a sketch upload. The County will make the sketches and sketch data accessible for conversion by placing them on a drive attached to the application server. If supplied in this format, the minimal upload fee listed will apply. If the sketches are supplied in any other format than the one required by Tyler, additional charges will apply. If the sketches do not match the requirements as defined in the Conversion Specification additional charges may apply. County will be responsible for reviewing the uploaded sketches for accuracy and completeness.</p>	
<u>Pricing Note</u>	
<p>Service hours have been calculated, based on a typical installation for a county of this size. Service hours assume that the County is able to meet their obligations regarding staff availability for all scheduled training, hardware delivery dates (if ordering their own hardware), etc. These are services that are either performed at Tyler's production offices or via conference call or WebEx sessions. Typically, these services do not include any on-site services.</p>	
<u>Travel and On-Site Services Expense Pricing Note</u>	
<p>Travel and on-site services expenses ARE NOT included in this quote. If on-site services are required, travel expenses would include meal Per Diem; airfare, hotel, car rental, mileage, parking expenses and other miscellaneous travel expenses. All airfare is booked a minimum of two weeks in advance. Should a schedule change necessitate rescheduling / rebooking a flight, the rebooking fee, plus any additional airfare charges, are billable.</p>	
Professional Services Total	\$224,890

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS rate plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night

should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem

The split for the per diem meals is:

15% Breakfast
25% Lunch
60% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

Depart before 12:00 noon	lunch and dinner
Depart after 12:00 noon	dinner

Return Day

Return before 12:00 noon	breakfast
Return between 12:00 noon & 8:00 p.m.	breakfast and lunch
Return after 7:00* p.m.	breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012

Exhibit 3

Tyler agrees to provide training on the following items. Upon completion of such training an Apache County employee will have the opportunity to acknowledge the training and has the competence to accomplish the tasks listed below, as evidenced by their sign-off on the training documents.

- Processing tax payments
- Processing credit card payments
- Warrant clearing
- End of day balancing
- Issuing tax collection refunds
- Issuing tax liens
- Reassigning tax liens
- Processing subsequent payments for tax liens
- Processing judgment deeds
- Processing investor redemptions
- Processing cash receipts
- Making transfers between funds
- Creating new funds
- Creating month-end reports
- Reconciliation of bank accounts
- Reconciliation of fund balances
- Preparation of monthly Treasurer's report
- Quarterly apportionment inconjunction with the investment log
- Apportioning interest earned on pooled investments
- Tax roll collections
- Distribution of tax collection to districts
- Exporting and importing files into the system
- Compile and forward copies of parcel, cost, mas and market detail files to the Arizona Department of Revenue to certify the full cash values.
- Produce the current tax year assessed values for the Superintendent of Public Instruction which is used for determining the primary & secondary property tax rates for each school district in the county, as well as assisting in computing the equalization assistance for education.
- Upload centrally valued information from the Arizona Department of Revenue so the Apache County Assessor's System so that centrally valued properties are verified and ready for taxation.
- Compile through abstract reporting and through Excel reporting all limited and full cash values and all assessed values which are used in the production of the yearly levy limit worksheets, fire district levy limit worksheets and Excel reporting of values to the Arizona Department of Revenue for their yearly state wide assessment abstract roll.
- Compile all limited and full cash values and transmit all information to a printing vendor by .txt for Notice of Values/Notice of Change/Personal Property Notice of Values to be mailed to the taxpayers.
- Compile all sales in the county in any given time frame and transmit by .txt format to the Arizona Department of Revenue for the purpose of verifying good and bad sales in the department's annual sales ration studies for the purpose of valuing properties equitably.
- Compile and analyze sale information in the county in any given time frame for land value analysis as well as commercial and residential market analysis, which would also include cost, cost/market, and income implementation in the system.
- Query for any criteria necessary to monitor for any errors within the system which would compromise the validity of the account/parcel.
- Use of the appeal module.

- Use of various tables within the system to be able to upload or implement various table changes affected by physical depreciation/life expectancy, modernization, obsolescence and marshal and swift cost changes.
- Create annually the "B" rule and implement the "A & B" rule.
- Validate the data to certify the assessment roll.
- Copy assessment information from current year to future "1" year and future "2" for notice and appeal information.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Human Resources**

Date: **03/19/13** Signature: _____

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

Request discussion and possible approval of a countywide volunteer program.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



Apache County Human Resources

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

MEMORANDUM

TO: All Elected Officials & Department Heads
FR: Human Resources Department
DATE: February 12, 2013
RE: Apache County Volunteer Program

As you might recall, this office gave all Offices and Departments notification that Apache County was looking into implementing a Volunteer Program. Please be advised that a new policy has been drafted and documentation has been created to implement the new program.

A request for approval has been submitted to the Board of Supervisors for the meeting of February 19th. Once approval is granted, the program documentation will be made available to Elected Officials and Department Heads who desire to use volunteers in their offices.

Please be reminded of the following concerning the program:

- There will be supplemental costs in maintaining volunteers that will be incurred within the departmental budgets, specifically Worker's Compensation insurance premiums as well as travel and training costs where necessary
- Quarterly reports must be submitted to Payroll for tracking purposes
- All policies adhered to by county employees are applicable to volunteers as well
- All volunteer enrollment documentation must be completed prior to any use of services of volunteer staff

Also please recall that limitations and care should be exercised when using volunteers in areas which are/or include:

- Safety sensitive (no use of heavy equipment, chemicals, weaponry, etc.)
- Confidential materials (no access to HIPPA related materials, Criminal Justice information, etc.)
- No accessibility of constituent & employee records which would include personal information (i.e. social security numbers, addresses, etc.)

It should also be noted that volunteers must work during normal working hours and they should not be provided with keys to buildings nor should they be allowed to operate county vehicles (A.C.H.R. Policy 5.13).

Should you have any questions or concerns, please contact the Human Resources Department.

VOLUNTEER PROGRAM INFORMATION SHEET

A volunteer is defined as an individual who performs hours of service for a public agency for:

- Civic; or
- Charitable; or
- Humanitarian reasons

Without promise, expectation or receipt of compensation or benefits for services rendered.

Suitable Volunteer assignments:

Any work related tasks and/or short term projects that contribute to the department objectives.

Volunteer Information:

The volunteer must fill out a Volunteer Information Packet prior to starting service with the county.

The Elected Official, Department Head or designee will review Volunteer Information Packet to determine if skills and experience are suitable for any volunteer position.

The Elected Official, Department Head or designee will conduct an interview with the volunteer.

Placing individual into Volunteer with Apache County:

The volunteer and supervisor must review and sign Volunteer Agreement.

The Elected Official, Department Head or designee should instruct volunteer on how to fill out time sheet if required.

The Elected Official, Department Head or designee should introduce the volunteer to staff, as well as familiarize the volunteer with office practices and department specific procedures.

The Elected Official, Department Head or designee should provide support and training on the use of office equipment

Recordkeeping of Volunteers:

The Elected Official, Department Head or designee will send completed volunteer Information Packet and Agreement Form to Human Resources upon assignment.

The Elected Official, Department Head or designee will maintain and update a master list of the department volunteers to include name, address and phone number.

The Elected Official, Department Head or designee will send quarterly "Employers' Volunteer Report for Workers Comp" to Payroll.

For more information call Human Resources at 928-337-7594.



APACHE COUNTY

Post Office Box 428
St. Johns, AZ 85936
(928) 337-4364 – fax (928) 337-2003

VOLUNTEER APPLICATION

Name: _____ Social Security #: _____

Are you over 16 years of age Yes No Phone: _____

Driver License #: _____ Type: _____ Restrictions: _____ Exp. Date: _____

Automobile Insurance Carrier: _____; provide copy of insurance card.

Emergency Contact: _____ Relation: _____ Phone #: _____

Mailing Address: _____

Educational Background _____

Professional Experience (Please list your current employer (if applicable) and at least your two previous employers: _____

Have you ever previously been employed by or volunteered for Apache County? Yes No
Dates and Titles: _____

Have you ever been convicted of a felony or driving under the influence? Yes No
If so, please explain: _____

Do you have any relatives that are currently employed with Apache County? Yes No
If so, please list name and department: _____

Other Language Skills: Speak _____ Read _____ Write _____

Please list name and contact information of two references who could speak to your fitness as a volunteer.

Skills and interests (Check all that apply)

- | | | | |
|---|---|--|-----------------------------------|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Transportation | <input type="checkbox"/> Judicial/Legal | <input type="checkbox"/> Finance |
| <input type="checkbox"/> Clerical/Secretarial | <input type="checkbox"/> Water Conservation | <input type="checkbox"/> Probation | <input type="checkbox"/> Medical |
| <input type="checkbox"/> Sheriff's Office | <input type="checkbox"/> Health/Wellness | <input type="checkbox"/> Data Entry | <input type="checkbox"/> Housing |
| <input type="checkbox"/> Sheriff's Reserve | <input type="checkbox"/> Corrections | <input type="checkbox"/> Aging Programs | <input type="checkbox"/> Respite |
| <input type="checkbox"/> Youth Programs | <input type="checkbox"/> Personnel | <input type="checkbox"/> Engineering | <input type="checkbox"/> Computer |
| <input type="checkbox"/> Sheriff's Explorer | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Research/ Library | |
| <input type="checkbox"/> Counseling/Social Services | | | |

Days and hours available:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Hours available to work: _____

VOLUNTEER AGREEMENT

I, _____ agree to the following Volunteer Agreement and to be bound to each of the promises made herein. I agree to be punctual and dependable and to perform my assigned tasks safely and ask for direction as needed, and to report any work related injuries or safety hazards immediately to my supervisor. I further agree that even though I am not paid as a volunteer for the county, I will not perform any other duties, or any work of a personal nature during the hours in which I volunteer for the county.

I understand that I will be privy to certain confidential information of Apache County to be disclosed to me in the course of my service to County solely for use in furthering the business of the County. Such confidential information includes, but is not limited to case files, including names, acts, or other information of any defendant prosecuted by County, civil activity in which Apache County is involved, including development, litigation, or any other information, and other confidential information, ideas, drawings, and formulae related to current, future, and proposed cases, other specifically labeled confidential materials such as business activities, and confidentially labeled services of County.

I agree that at all times and notwithstanding any termination or expiration of this Agreement I will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by County. Upon the end of services provided by me to County, I will promptly return to County or destroy all documents and other tangible materials representing the County's Confidential Information and all copies thereof.

If I drive a personal vehicle in the performance of my county volunteer work, I give Apache County permission to verify my driver license status and driving record through MVD. I certify that I have at least the state required minimum limits of liability insurance.

I understand that my status with Apache County is of an unpaid volunteer and that I am not eligible for compensation or any Apache County benefits. I understand that I will be covered by the County's Worker's Compensation Insurance in the event of an injury or illness while performing my assigned duties. I understand my volunteer service may be terminated or amended at the sole discretion of the County at any time.

I acknowledge that I have reviewed the Apache County Human Resources Policy Manual and agree to abide by all County policies and procedures.

I acknowledge and understand this volunteer agreement:

Applicant Signature

Date

Adopted 3/2013

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

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

Approval of Public Surplus

_____ 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 _____

PUBLIC SURPLUS LIST OF ASSETS TO AUCTION
FOR APACHE COUNTY

PUBLIC FIDUCIARY ITEMS:

1. LJ-01: Hospital Bed – institutional
2. LJ-02: Hoyer Lift – used
3. LJ-03: Axiom Adaptive Stroller for Adults
4. LJ-04: Wheelchair – broken & used
5. LJ-05: 5 drawer white dresser
6. LJ-06: Shenandoah Buffett – dark color
7. LJ-07: 2 IFV Stands

DISTRICT III ROAD YARD BOAT MOTORS:

1. Mercury Boat Motor – 25ELP outboard (like new)
2. Eveinrude Motor – 25ML outboard (used)

DISTRICT III ROAD YARD VEHICLES:

1. MV13-1: 1997 Ford Taurus car, (color white). Good condition
2. MV13-2: 2002 Ford Explorer SUV (color white). Repairs needed are power steering pump, brake pads, front struts.
3. MV13-3: 2002 Chevy Pickup, (color white). Repairs needed are tires, wiper blades, windshield, rear drive line, rear shocks, front shocks and an ignition electrical problem.
4. MV13-4: 2005 Chevy Pickup (color white). Good condition.
5. MV13-5: 1999 Dodge Interpid (color tan) doesn't run

ADDITIONAL VEHICLES TO BE PLACED ON THE PUBLIC SURPLUS:

1994 Ford Bronco
1999 Chevy Tahoe
2005 Chevy Blazer
1993 Ford Bronco
____ Dodge Van
1994 Chevy Beretta
1996 Chevy Pickup 1500
2001 Dodge Pickup 2500

1998 Chevy Lumina
1999 Chevy Tahoe
1998 Dodge Pickup 2500
2003 Chevy Tahoe
2000 Ford Expedition
____ Chevy Pickup Deluxe
1998 Chevy Pickup 2500
2000 Chevy Pickup 2500
2004 Chevy Tahoe
2004 Chevy Tahoe
2004 Chevy Tahoe
2002 Chevy Tahoe
2004 Chevy Tahoe

APACHE COUNTY PROCEDURE TO PLACE ASSETS ONTO PUBLIC SURPLUS

1. County Department is to fill out a Request for Authorization to Dispose of Property/Equipment form along with the vehicle gas key and vehicle key. This form should be signed by either the Department Head or Elected Official. This form and keys need to be given to Dale Hauser in the Engineering Department.
2. Each item for surplus will be evaluated by Dale Hauser in the Engineering Department and a property value will be set.
3. Items will be placed individually into the Public Surplus website under "Apache County".

Beth Bond

From: Curtis Berry
Sent: Thursday, March 14, 2013 10:53 AM
To: Beth Bond
Subject: Fort Defiance Chapter

Hi Beth,

Ganado Chapter is reserved for April 2nd but we confirmed everything at Fort Defiance Chapter. Supervisor White would like to keep the BOS meeting scheduled for 8:30am (Arizona Time) which will be 9:30am (Daylight Savings Time). The physical address for Fort Defiance Chapter House is on Indian Route 112 & Indian Route 110 Junction SW.

I hope that helps,
Curtis

Sent from my iPad

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 F. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

TO: Small Counties Forum Members

FROM: Delwin Wengert, County Manager *DW*

DATE: March 5, 2013

SUBJECT: Small Counties Forum Meeting

Apache County will be hosting the next Small Counties Forum meeting on Wednesday, March 20, 2013. The meeting will be held at the County Supervisors Association Building, 1905 West Washington Street, Phoenix, Arizona at 6:30 p.m.

Dinner will consist of traditional Navajo tacos and beef stew. Please call Beth at 928-337-7502 or email bbond@co.apache.az.us with the number of attendees and agenda items no later than 5:00 p.m. on Monday, March 18, 2013.