Tuesday, January 08, 2019

NOTICE OF REGULAR SESSION, EXECUTIVE SESSION AND WORK SESSION OF
THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE BOARDS OF
DIRECTORS OF THE COCONINO COUNTY FLOOD CONTROL DISTRICT,
COCONINO COUNTY JAIL DISTRICT AND
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

PURSUANT TO A.R.S. § 38-431.02

10:00 a.m. – Regular Session
Executive Session Immediately following
1:15 p.m. – Work Session
Executive Session immediately following
Work Session continues

219 E. Cherry Ave., Flagstaff, AZ
First Floor Board Room
Second Floor Conference Room

The Board may change the order of the agenda at the time of convening the meeting or at any
time during the meeting. Members of the Board of Supervisors will attend either in person or by
telephone conference call. Work sessions and regular meetings are open to the public. Persons
with a disability may request a reasonable accommodation by contacting the Clerk of the Board
of Supervisors Office at 928-679-7144. Requests should be made as early as possible to allow
time to arrange the accommodation.

Notice of Option to Recess in Executive Session

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Board of Supervisors
and to the general public that, at this meeting, the Board of Supervisors may vote to recess into
Executive Session, which will not be open to the public, with the County’s attorneys for legal
advice and discussion on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03
(A) (3).
Call to the Public for items not on the Agenda

After the pledge of allegiance, the Chairman will call on members of the public to speak on any item or area of concern not listed on the agenda. Items presented during the Call to the Public portion of the Agenda cannot be acted on by the Board of Supervisors. Individual Supervisors may ask questions of the public, but are prohibited by the Open Meeting law from discussing or considering the item among themselves until the item is officially placed on the Agenda. Individuals are limited in their presentations.

Consent Agenda

All matters under Consent Agenda are considered by the Board of Supervisors to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item that item will be removed from the consent agenda and will be considered separately.

Speaking During a Public Hearing

After staff and applicant presentations for specific public hearing items, the Chairman will open the public hearing and ask for comments from the public. Those who fill out a speaker's form will be called on first. You do not need to fill out a speaker's form to speak.

As a reminder, if you are carrying a cell phone, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today’s meeting.

Call to Order:

Pledge of Allegiance:

Call to the Public:

Proclamation:

1. Proclamation designating January 2019 as Human Trafficking Awareness and Prevention Month.

Board of Supervisors Consent Agenda:

2. Ratify and/or approve warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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<tr>
<th>Run Date</th>
<th>Warrant</th>
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<td>12/06/18</td>
<td>Checks – 91904428 – 91904576</td>
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3. Approve Intergovernmental Agreement (IGA) No. 88C-18, between City of Flagstaff and Coconino County, for Housing Stabilization Services in the amount of $38,540, for the period of one year beginning in FY19. Community Services

4. Accept the resignation of Gary Pearlmutter as Legal Defender. County Manager

5. Approve the acceptance of the Fiscal Year 2019, CSI grant funding from the Administrative Office of the Courts, and corresponding budget amendment in the amount of $58,180, for court security improvements at the Page Justice Court. Courts

6. Approve a budget adjustment in the amount of $60,000 for the Department of Public Affairs & Community Relations to fund the previously approved contract for Elevated Advocacy, Inc. Public Affairs

7. Approve the award of RFQ 2019-104, “On-Call Fencing Services” to two firms, Buffalo Fence & Barn Co. and Alamo Fence Company, for a one-year period for projects up to $100,000.00. Public Works

8. Approve an Agreement with Buffalo Fence & Barn Company, Inc., for on-call fencing services to the County for projects up to $100,000.00. Public Works

9. Approve the use of the remaining balance of $27,187.70 Title II RAC funding from the USDA, Forest Service, Coconino National Forest for the Regional Community Cleanups to be held at Flagstaff Landfill and Willard Springs Transfer Station. Public Works

10. Approve the use of the remaining balance of $6,426.10 in Title II RAC funding from the USDA, Forest Service, Kaibab National Forest for the Regional Community Cleanups to be held at Williams Transfer Station. Public Works

11. Approve the third renewal of an Agreement with Terry Marxen Chevrolet Cadillac to perform vehicle collision and body repairs, in the amount of $77,000.00 for a one-year period. Public Works

12. Approve the acceptance of an Arizona Arts Commission grant award to the Coconino County Superintendent of Schools in the amount of $2,500.00, corresponding budget adjustment, and an MOU with the Flagstaff Symphony
Orchestra to provide music education services in the Carnegie Hall Link Up program to the schools of Coconino County. **Superintendent of Schools**

*The Board will resolve as the Flood Control District Board of Directors.*

**Flood Control Consent Agenda:**

13. Approve an Agreement with Buffalo Fence & Barn Company, Inc., for on-call fencing services to the County Flood Control District for projects up to $100,000.00. **Flood Control**

*The Board will resolve as the Jail District Board of Directors*  

**Jail District Consent Agenda:**

14. Approve a contract with Interstate Mechanical Corporation to purchase and install the Heating Ventilation and Air Conditioning (HVAC) chiller in the Coconino County Adult Detention Facility, in the amount of $89,713.00 utilizing Arizona State Contract #ADSP017-174462 in FY19. **Jail District**

*The Board will resolve as the Health District Board of Directors*  

**Health District Consent Agenda:**

15. Approve an FY19 revenue and expenditure increase in the amount of $47,783 in revenue and $38,352 in expenses for the PHEP program for the period July 1, 2018 to June 30, 2019. **Health District**

**Health Services District Action Item:**

16. Approve Intergovernmental Agreement CTR040359, Amendment No. 1 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD) for the period of October 1, 2018, through September 30, 2019 in the amount of $515,188, to provide WIC ($448,688), Breastfeeding Peer Counseling ($66,500) and Farmer’s Market Nutrition services. The sole purpose of this IGA Amendment is to revise the Contract No. from ADHS19-207419 to CTR040359. **Health District**

*The Board will resolve as the Board of Supervisors.*
**Action Items:**

17. Approval of .25 FTE and benefits midyear to assist the Public Defender’s Office in the replacement of the Mental Health Court attorney position. Not to exceed $7,661 for FY19. **Public Defender**

**Public Hearing:**

18. Public hearing, consideration and possible adoption of Resolution 2019-03, adopting revised user fees for the departments of Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer to be effective February 1, 2019. **Finance**

**Executive Session:**

19. Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Transwestern Pipeline Co., LLC et al. v. Coconino County (TX2016-000931). Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item. **County Attorney**

_The Board will resolve as the Flood Control District Board of Directors._

20. Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Coconino County Flood Control District v. Town of Tusayan, CV2018-00616. Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item. **Flood Control**

_The Board will resolve as the Board of Supervisors._

**Work Session:**

21. Presentation and discussion regarding Community Partner Funding. **County Manager**

22. Presentation and discussion on Fiscal Year 2019 Budget/Financial Update. **Finance**

_The Board will resolve as the Flood Control District Board of Directors._

23. Presentation, discussion and possible direction regarding Forest Restoration Proposed Investment Plan for Fiscal Year 2020. **Flood Control**

_The Board will resolve as the Board of Supervisors._
Executive Session:

24. Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position on contracts that are subject of negotiations. Parks and Recreation

Adjourn:

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Coconino County Administration Building, 219 East Cherry Avenue, Flagstaff, Arizona, on this Date: _______________________________ at __________________ am / pm (circle one) in accordance with the statement filed by the Coconino County Board of Supervisors with the Clerk of the Board. Dated this ____________ day of _________________________, 2019.

_______________________________
Lindsay Daley, Clerk of the Board
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Proclamation designating January 2019 as Human Trafficking Awareness and Prevention Month.

RECOMMENDED MOTION or MOTION REQUESTED:

Proclaim the designation of January 2019 as Human Trafficking Awareness and Prevention Month.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Kate Wyatt from Northland Family Help Center

REASON FOR THIS PROCLAMATION:

Kate Wyatt is the Human Trafficking Program Coordinator at Northland Family Help Center. The Proclamation is to designate January 2019 as Human Trafficking Awareness and Prevention Month. In the past year various agencies in the Flagstaff community have come into contact with nearly 100 victims. The Flagstaff Initiative Against Trafficking (FIAT) is a community collective of professional service providers and volunteers who want to end Human Trafficking. The goals of FIAT are to: Construct a unified response for trafficking victims and survivors to get out of the life safely, educate and bring awareness to our community on human trafficking in order to drive down demand and to collect data to determine the true impact of Human Trafficking in Flagstaff.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Kate Wyatt

ATTACHMENTS:

<table>
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<tr>
<th>Agenda Documents</th>
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<tbody>
<tr>
<td>2 - Proclamation</td>
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</table>
Proclamation

Designating January 2019 As Human Trafficking Awareness & Prevention Month

Whereas, Arizona’s geographic location and network of freeways makes it a hub for illicit activity and according to the U.S. State Department, Arizona is a main destination and transit point for labor and sex trafficking from within the U.S. and multiple regions of the world; and

Whereas, the biggest misconception is that trafficking is something that happens overseas. Local and federal law enforcement has indicated that sex trafficking is happening in Arizona at an alarming rate. The income potential and the use of technology are reasons why the crime is prevalent. Currently, sex trafficking is estimated to be a $12 billion per year industry; and

Whereas, the profit from sex trafficking is a billion-dollar business, second only to illegal arms trafficking and the illicit drug trade. Sex trafficking is a high profit, low risk business where the commodity can be sold repeatedly. There appears to be a growing demand fueled by easy access through the internet, and a ready supply of underage girls that are constantly being recruited and exploited.

Whereas, in the past year, various agencies in the Flagstaff community have come into contact with nearly 100 victims. Through various sting operations, there have been over 600 individuals attempting to purchase sex with a minor; and

Whereas, Flagstaff Initiative Against Trafficking (FIAT) is a community collective of professional service providers and volunteers who want to end Human Trafficking. The goals of FIAT are to: Construct a unified response for trafficking victims and survivors to get out of the life safely. Educate and bring awareness to our community on human trafficking in order to drive down demand and to collect data to determine the true impact of Human Trafficking in Flagstaff; and

Now Therefore, we do hereby proclaim January 2019 as Human Trafficking Awareness and Prevention Month to bring awareness to this issue.

Signed and sealed 8th day of January 2019

COCONINO COUNTY BOARD OF SUPERVISORS:

Art Babbott, Chair
District 1 Supervisor

Jim Parks
District 4 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Lena Fowler, Vice Chair
District 5 Supervisor

Matt Ryan
District 3 Supervisor
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Ratify and/or approve warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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RECOMMENDED MOTION:

Approve all warrants, electronic fund transfers and other payments as listed on the agenda.

BACKGROUND:

The Board has authority from Arizona Revised Statutes 11-251 to “examine, settle, and allow all accounts legally chargeable against the County, order warrants to be drawn on the county treasurer for that purpose and provide for issuing warrants.”

The agenda includes a statement that an itemized list of claims for payment is filed in the official record of the Coconino County Board of Supervisors. Due to a change in software, not all warrants, electronic fund transfers, and payments are listed on the agenda nor included in the packet and official records.

Additionally, the attachment to this staff report will be included in the meeting minutes in order to comply with ARS 11-217.D as best as possible; “The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.” Due to a change in the software, only a limited number of demands and warrants in excess of one thousand dollars and multiple
demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period are included in the minutes and official record.

**ALTERNATIVES:**

The Board could decide not to ratify and/or approve payments or could decide to ratify and/or approve a portion of the payments.

**FISCAL IMPACT:**

County budget funds for specific payments will be reduced by the amounts listed.

**ATTACHMENTS:**

1 - Staff Report - 1/2/2019 - -
2 - Supporting Document - WARRANT LISTING - DECEMBER 6, 2018 - 12/17/2018
3 - Supporting Document - WARRANT LISTING - DECEMBER 7, 2018 - 12/17/2018
4 - Supporting Document - WARRANT LISTING - DECEMBER 13, 2018 - 12/17/2018
5 - Supporting Document - WARRANT LISTING - DECEMBER 20, 2018 - 12/26/2018
Warrant listing for 12/06/18 as required by ARS-11-217.D
The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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Warrant listing for 12/7/18 as required by ARS-11-217.D

The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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Warrant listing for 12/20/18 as required by ARS-11-217.D

The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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91904932  2808 - YAVAPAI COUNTY  4,717.50
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Norma Gallegos, Interim Community Services Director

SUBJECT: Approve Intergovernmental Agreement (IGA) No. 88C-18, between City of Flagstaff and Coconino County, for Housing Stabilization Services in the amount of $38,540, for the period of one year beginning in FY19.

RECOMMENDED MOTION:

Approve Intergovernmental Agreement (IGA) No. 88C-18, between City of Flagstaff and Coconino County, for Housing Stabilization Services in the amount of $38,540, for the period of one year beginning in FY19.

BACKGROUND:

Coconino County Community Services has received Community Development Block Grant (CDBG) funding for the Housing Stabilization Program since 2002 to assist City of Flagstaff residents. This grant provides individuals and families with assistance to help prevent homelessness or divert clients from homeless to stability. Housing funds are used specifically for eviction prevention, foreclosure prevention, or to aid with move in costs.

The Intergovernmental Agreement No. 88C-18 between the City of Flagstaff and Coconino County will provide eligible households with one-time assistance up to $900 to prevent eviction or foreclosure, or to help clients move into stable housing. This funding is expected to provide assistance to approximately 40 families.

ALTERNATIVES:

As one of the largest providers of emergency services in Coconino County, our resources are often stretched thin. These funds will enable us to serve Flagstaff residents and free up some of our existing funding to serve more people throughout the County thus increasing our resources to them.

FISCAL IMPACT:

Contract funds are almost exclusively for client assistance. Three percent of the award has been designated to offset existing program administration costs. This agreement is for 365 days from
the date of Notice to Proceed and will therefore cross into FY20.

**ATTACHMENTS:**

1 – Staff Report  
2 – Notice of Award and IGA
December 5, 2018

Norma Gallegos, Interim Director
Coconino County Community Services
2625 N. King Street
Flagstaff, AZ 86004

RE: 2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Project Name: Housing Stabilization Program
DUNS Number: 018094560
Project No: 88C-18
Subrecipient Period of Performance: 365 days from Notice to Proceed
Award Amount: $38,540.00

NOTICE OF AWARD

On April 17, 2018, the City Council approved the City of Flagstaff 2018/2019 Annual Action Plan allocating the Community Development Block Grant (CDBG) funds and authorizing its submission to the U.S. Department of Housing & Urban Development. Through this approval process Coconino County Community Services was awarded a contract for the Housing Stabilization Program in the amount of $38,540.00.

Please proceed and execute the following documents within ten (10) days of receipt of this Notice of Award.

Contract Forms

1) Agreement- 3 copies to be signed, including Exhibit D, Authorized Signature form

2) Certificate of Insurance – A Certificate of Insurance is not required per Section 12 of the contract: “Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.”

Return Authorized Signature form to: Stacey Brechler-Knaggs
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

Specific authorization to proceed with the project will be provided by the City in the form of a Notice to Proceed within a reasonable time after the effective date of this agreement. The Agency shall not proceed with the work without such authorization.
Feel free to contact Leah Bloom, Housing & Grants Administrator at 928-213-2752, lj bloom@flagstaffaz.gov or me at 928-213-2227, sknaggs@flagstaffaz.gov if you have any questions.

Sincerely,

Stacey Brechler-Knaggs
Grants and Contracts Manager

Cc: Leah Bloom, Housing & Grants Administrator
2018/2019 CITY OF FLAGSTAFF
CDBG GRANT
B18-MC-04-0510

COCONINO COUNTY
PROJECT NUMBER
88C-18

CFDA # 14.218
DUNS#018094560

COCONINO COUNTY
HOUSING STABILIZATION PROGRAM

Mayor
Mayor Coral Evans

Council

Vice-Mayor Jamie Whelan
Councilmember Celia Barotz
Councilmember Charlie Odegaaard

Councilmember Eva Putzova
Councilmember Jim McCarthy
Councilmember Scott Overton

Interim City Manager
Barbara Goodrich

Interim Community Development Director
Dan Folke

Housing Director
Sarah Darr
AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
COCONINO COUNTY COMMUNITY SERVICES
for the
FUNDING FOR OPERATIONAL ASSISTANCE FOR
HOUSING STABILIZATION SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a municipal corporation (the "City"), and Coconino County Community Services, with offices at 2625 N. King Street, Flagstaff, Arizona 86004 (the "Agency" or "Subrecipient").

RECITALS

A. The City has received certain funds pursuant to the Housing and Community Development Act of 1974, as amended, as part of the Community Development Block Grant (CDBG) Entitlement Grants Program.

B. The City is authorized to utilize the CDBG Grant in accordance with the rules and regulations prescribed by the United States Department of Housing and Urban Development (HUD) for its CDBG funds.

C. The City desires to utilize a portion of its 2018/2019 CDBG resources to assist forty (40) households by providing limited financial assistance and case management to City of Flagstaff residents facing eviction or foreclosure to maintain safe and stable housing and to prevent homelessness (the "Project"). The Agency is willing and has the resources to implement the Project.

D. Since the Project qualifies as a program which is eligible as substance payments pursuant to 24 C.F.R. 570.204, and meets the national objectives pursuant to 24 C.F.R. 570.208(a)(2), limited clientele activities the Project is an eligible use of CDBG funds.

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

1. AGENCY’S SCOPE OF SERVICES

1.1 Scope of Services. Agency agrees to be a subrecipient of the CDBG funds and complete the Project as described in the Special Conditions of the Agreement attached as Exhibit A and incorporated by reference into this Agreement. The term “Program” as used in this Agreement means limited financial assistance for Coconino County Community Services Housing Stabilization Project. The term "low and moderate income" shall be defined as households earning equal to or below eighty percent (80%) of the most current HUD Area Median Income
adjusted for family size for the area as defined in Section 102 of the Housing and Community Development Act of 1974, as amended.

1.2 **Changes in Scope of Services.** No change(s) shall be made to the Scope of Services except by written Agreement amendment. To obtain an Agreement amendment, Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

2. **AMOUNT AND NATURE OF ASSISTANCE BY CITY**

2.1 **Agreement Amount.** Subject to all of the terms, covenants and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed **Thirty eight thousand five hundred and forty and no/100 Dollars ($38,540.00) of 2018/2019 CDBG funds** for the services described in Exhibit A. The City shall serve as the fiscal agent for the CDBG grants. Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Agency shall not use the funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

The City shall:
Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

A) **Federal Award Identification;**
   1) Subrecipient name (which must match registered name in DUNS);
   2) Subrecipient’s DUNS number;
   3) Federal Award Identification Number (FAIN);
   4) Federal Award Date;
   5) Subaward Period of Performance Start and End date;
   6) Amount of Federal Funds Obligated by this action;
   7) Total Amount of Federal Funds Obligated to the Subrecipient;
   8) Total Amount of the Federal Award;
   9) Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
   10) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
   11) CFDA Number and name; the pass-through entity must identify the dollar amount
made available under each Federal award and the CFDA number at time of disbursement;

12) Identification of whether the award is R & D; and
13) Indirect cost rate for the Federal award (including if the de minimis rate is charged. All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

B) Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

C) Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the CFR.

D) A requirement that the Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR §200.331, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F- Audit Requirements; and

E) Appropriate terms and conditions concerning closeout of the subaward.

2.2 Payments. Payment by the City to the Agency shall be made on both a reimbursement basis and an advance basis. Funds for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for work complete. To request advances and reimbursements, Agency shall submit a Request for Payment and Disbursement Form, which is attached as Exhibit B and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form. All reports shall be submitted to the contact person as described in Section 23.3 of this Agreement. All payment requests must be submitted by line item and activity in conformance with the Budget attached as Exhibit C and incorporated by reference in this Agreement. All claims against this Agreement shall be made only for expenses incurred within the Agreement time period defined in Section 4. Final payment invoices must be received no later than sixty (60) days after completion of the scope of work or Agreement time period, whichever comes first. No payments shall be made on invoices received after that date.

2.3 Changes in Budget. Agency’s variances from the Budget require a budget amendment. To obtain a budget amendment, Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.
2.4 **Program Income.** The Agency shall retain program income, defined per 24 C.F.R. 570.500(a), generated from the total or partial use of CDBG funds. Program income shall only be used for activities allowed under this Agreement and listed in the Budget and the terms of this Agreement shall apply to the use of the program income. Agency shall report program income in the Request for Payment and Disbursement Form within thirty (30) day of receipt. Request for Payment disbursements shall be reduced by the amount of program income received by the Agency thereby reducing the amount of CDBG funds disbursed by the City for this Agreement. All program income that has not been expended by the time this Agreement expires or received after this Agreement has expired shall be returned to the City.

2.5 **Indirect Costs.** If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency’s share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

### 4. AGREEMENT REQUIREMENTS

4.1 **Agreement Administration.** The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in Section 25 to administer this Agreement and perform the required duties for the administration of this Agreement. Such authorization is attached as **Exhibit D** and incorporated by reference in this Agreement.

4.2 **Agreement Commencement, Completion and Renewal.** Specific authorization to proceed with the work described in the Scope of Work will be provided by the City in the form of a Notice to Proceed within reasonable time after the effective date of this Agreement. The Agency shall not proceed with the work without such authorization. The Agency agrees to complete the Project by **three hundred sixty-five (365) days from the Issuance of the Notice to Proceed** per the Schedule of Completion, attached as **Exhibit E** and incorporated by reference in this Agreement. This Agreement may be renewed in writing for a time period not to exceed three hundred sixty-five (365) days at the City’s discretion. The Housing Director may execute the written agreement to renew without further City Council action. Notwithstanding any other language in this Agreement, this Agreement shall remain in effect during any period that the Agency has control over CDBG funds, including program income.
4.3 **Agreement Extension.** No payments will be made to the Agency for cost incurred after the Agreement time period. To obtain a time extension, Agency must submit a new Schedule of Completion to the City with a written request for authorization for an Agreement time extension. The City, through the Housing Director or her designee, will respond to such written request within ten (10) business days.

5. **ADMINISTRATIVE REQUIREMENTS**

5.1 **Accounting.** The Agency shall comply with the requirements and standards of OMB and guidance in subparts A through F of 2 CFR 200, and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

5.2 **Procurement.** The Agency shall procure all materials, property, or services in accordance with the requirements of OMB guidance in subparts A through F of 2 CFR Part 200, Subpart D Procurement Standards and the standards set forth in 24 C.F.R. Part 85.36 except with respect to price limits. Agency procurement outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff Procurement Manual, notwithstanding OMB Circular A-110 and 24 C.F.R. Part 85.36. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with CDBG funds.

5.3 **Internal Controls.** The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 CFR §200.331(b)(1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.4.**
5.4 Monitoring. The City shall monitor the CDBG Grants, including reviewing financial and programmatic reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews and other means. The City shall issue a management decision for audit findings pertaining to the CDBG grants provided to the Agency from the City as required by 2 CFR §200.521 Management decision. The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of CDBG funds and the provisions defined in this Agreement. The monitoring will take the form of at least one site visit of Agency’s place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program’s goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the County and the City.

5.5 Documentation and Record-Keeping. The Agency shall maintain all records required by the Federal Regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

5.5.1 Records providing a full description of each activity undertaken;

5.5.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

5.5.3 Records required to determine the eligibility of activities;

5.5.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

5.5.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

5.5.6 Financial records as required by 24 C.F.R. Part 570.502;

5.5.7 Other records necessary to document compliance with Subpart K of 24 C.F.R. 570; and
5.5.8 Records as required to comply with the requirements of the Community Planning and Development Outcome Performance Measurement System as published in the Federal Register on March 7, 2006 and associated HUD guidance.

5.6 Records Retention. The Agency will retain all records pursuant to the City’s record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 CFR §200.333.

5.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

5.8 Disclosure. The Agency understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City’s or Agency’s responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

5.9 Property Records. The Agency shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 C.F.R. Parts 570.503(b)(7), as applicable.

5.10 Audits and Inspections. All Agency records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to HUD, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance including 2 CFR 200, Subpart F, or the related CDBG provisions as specified in 24 C.F.R. 570.502(b). The Agency will conduct an annual audit conducted in accordance with 2 CFR 200, Subpart F, if the Agency expends more than seven hundred fifty thousand dollars ($750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act
Amendments of 1996 (P.L. 104 to 156). If the Agency has expended more than seven hundred fifty thousand dollars ($750,000) in Federal funds, a copy of the Agency’s audit report for the previous fiscal year must be submitted to the City for review within thirty (30) days of signing this Agreement.

5.11 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Monthly Performance Report, a form for which is attached as Exhibit F and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency’s confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans or any data, results or other information resulting from Agency’s performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state and local laws and regulations.

5.12 Reports to HUD. The Agency agrees to submit reports to HUD and the City as required, including but not limited to litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Act, Executive Order 11246, as amended; and Executive Order 11053, or any reports as may be further required.

5.13 Close-Out Report. The Agency is responsible for the close out of the CDBG Grants. The Agency’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:
5.13.1 The CDBG funds stated in Section 2 have been expended and the Scope of Work has been completed;

5.13.2 The Agreement period stated in Section 4 has expired; or

5.13.3 The Scope of Work has been completed.

5.14 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the CDBG Grants, except, however, that the Agency does not assume the environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

6. POLITICAL/INHERENTLY RELIGIOUS ACTIVITIES

The Agency shall not use CDBG funds to engage in political activities including but not limited to candidate forums, voter transportation, or voter registration. The Agency further shall not use CDBG funds to engage in inherently religious activities, as defined in 24 CFR 570.200(j).

7. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 C.F.R. Part 24, Subpart F.

8. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Agreement, all assets purchased with CDBG funds including equipment, furniture, unused materials, accounts receivable attributable to the use of CDBG funds, and unexpended CDBG funds.

9. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff CDBG funds toward the Project in all instances where the Project is mentioned. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

10. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.
1. **UNFORESEEN DELAY IN PERFORMANCE**

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

12. **INSURANCE**

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

13. **INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY**

13.1 **Delinquent Taxes.** Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

13.2 **Disclosure of Delinquent Taxes.** Before entering into this Agreement, and during the time period covered by this Agreement, the Agency shall disclose any information related to this Section 13. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.
14.  DEFAULT/REMEDIES:

14.1  Agreement Default. In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

15.  INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Agreement. Agency and City are not and shall not be considered as joint venturers, partners or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents and subcontractors shall not be considered as officers, employees, agents or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and the Agency shall hold the City harmless for any and all such claims.

16.  INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, the Agency shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Agency, its employees, agents, or any tier of subcontractors in the performance of this Agreement. Agency's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Agency or any tier of subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Agency may be legally liable.
17. NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

17.1 Nondiscrimination. The Agency and any Contractor or supplier, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The Agency and any subcontractor or supplier will take affirmative action to ensure that applicants are employed and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.

17.2 Incorporation of Nondiscrimination Clause in Agency Activities. The Agency further agrees that the Section 17.1 clause will be incorporated in all supplier or Agency agreements entered into in connection with this Agreement.

17.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the City Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

18. COMPLIANCE WITH ALL LAWS

18.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.

18.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

18.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, and Part 85, “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments,” as modified by 24 CFR 570.502(a). The Agency shall comply with the following
laws related to the receipt of CDBG funds:

18.3.1 Agency shall carry out its responsibilities in compliance with Public Law 88-352 and Public Law 90-284, in order to further fair housing; and to comply with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. 794).

18.3.2 Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

18.3.3 Agency shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106).

18.3.4 Agency shall comply, as applicable, with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and with residential anti-displacement and relocation requirements set forth in 24 C.F.R. 570.606.

18.3.5 Agency shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

18.3.6 Agency shall comply with the prohibitions against the use of lead-based paint pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.), and the regulations issued thereunder, as set forth at 24 C.F.R. 35.

18.3.7 Agency agrees that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department or Agency, and agrees to comply with the requirements of 24 C.F.R. 24. Agency agrees to comply with federal debarment and suspension requirements.

18.3.8 Agency agrees to comply with the conflict of interest provisions of 24 C.F.R. 570.611.
18.3.9 Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).

18.3.10 Agency agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

18.3.11 Agency agrees to comply with all applicable standards, order or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

18.3.12 Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

18.3.13 Agency agrees to comply, as applicable, with 2 CFR 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

18.4 **Suspension or Debarment.** Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have 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.

18.5 **Contracts and Subawards to Debarred and Suspended Parties**

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
(b) Collecting a certification from that person
(c) Adding a clause or condition to the covered transaction with that person.

19. DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

20. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from HUD, under the CDBG Program, and that the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City’s grant Agreement with HUD.

21. CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement and which may arise during the Agreement period.

22. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required Federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, HUD, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Agreement.

23. TERMINATION

23.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of Section 38-511, Arizona Revised Statutes.

23.2 Termination. In accordance with 24 C.F.R. 85.43 and 2 CFR part 200, subpart D, City may suspend or terminate this Agreement if Agency materially fails to comply with any term or condition of this Agreement, or if Agency fails to maintain a good faith effort to carry out the purpose of this Agreement. The Agency’s failure to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or
subgrantee or more severe enforcement action by the awarding agency.
(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program.
(4) Withhold further awards for the program, or
(5) Take other remedies that may be legally available.
Appeal rights are as set forth in 24 C.F.R. 85.43(b). Termination of this Agreement may also occur as set forth below.

23.3 Termination for Convenience. City or Agency may terminate this Agreement for convenience in accordance with 24 C.F.R. 85.44, if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety pursuant to 24 CFR 85.43.
24. NOTICE

Notice shall be provided as follows:

City of Flagstaff                                      Coconino County Community Services
Housing and Grants Administrator                      Norma Gallegos, Interim Director
211 West Aspen Avenue                                  2625 N. King Street
Flagstaff, Arizona 86001                               Flagstaff, Arizona 86004
(928) 213-2752                                         (928) 679-7455

Copy to:
Housing Director
211 West Aspen Avenue
Flagstaff, Arizona 86001

Such written notices, demands and communications may be sent to such other addresses as either
party may from time to time designate by mail as provided in this Section.

25. LIST OF EXHIBITS

Exhibit A: Special Conditions of the Agreement
Exhibit B: Request for Payment and Disbursement Form
Exhibit C: Budget
Exhibit D: Agency Authorization to Execute Agreement
Exhibit E: Schedule of Completion
Exhibit F: Monthly Performance Report
Exhibit G: Monthly Demographics Report
Exhibit G1: 2018 Area Medium Income Chart
IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this _____ day of ________________, 2019.

City of Flagstaff

Barbara Goodrich, Interim City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Coconino County Community Services

Art Babbott, Chairman
Coconino County Board of Supervisors

Attest:

Attest:

Lindsay Daley, Clerk of the Board

Approved as to form:

Rose Winkeler, Deputy County Attorney
1. PROGRAM ELIGIBILITY CRITERIA

1.1 Eligibility for the Housing Stabilization Program requires that the household:

1.1.1 Reside within the city limits of Flagstaff;
1.1.2 Face the possibility of a mortgage foreclosure or pending eviction notice or have move-in confirmation for a new residence;
1.1.3 Meet the income eligibility criteria of 80% of the Area Median Income (AMI) per the Technical Guide for Determining Income and Allowances for the HOME Program; and
1.1.4 Participate in Coconino County Community Services Department’s case management program.

1.2 County shall document and retain all client records with regard to program eligibility.

2. SCOPE OF WORK

Coconino County Community Services (CCCS) will provide limited financial assistance to keep residents in their current home and stabilize their housing, preventing homelessness. At least 25% of CCCS’ consumers needing eviction prevention assistance will be requested to match 10% of the rent request, promoting their self-sufficiency and allowing CCCS to serve more households with the same amount of funding. Consumers needing homeless diversion or move-in assistance will be offered solid wrap-around services to give them the greatest chance of success in stabilizing their financial and housing situation. The total estimated number of households to be assisted in preventing homelessness in this project is 40. (Average household size is 2.61 people per household)

2.1 County agrees to provide the necessary personnel, equipment, office space, meeting space, supplies and services to conduct a Housing Stabilization Program, for forty households (40) in the City of Flagstaff over a one-year period of time. The following parameters will apply to those individuals:

2.1.1 Grant payment of $300 for an initial eviction prevention, move-in costs and mortgage assistance.

2.2 County will adhere to CDBG guidelines which stipulate an allowance for “emergency grant payments made over a period of up to three consecutive months directly to the provider of such items or services on behalf of an individual or family.”

2.2.1 Limited financial assistance that are emergency in nature may not exceed three consecutive months or $900 per household annually.
2.3 Once a client receives these emergency grant payments, he or she will not be eligible for additional assistance from this program for a twelve-month period of time.

2.4 25% of CCCS' consumers needing eviction prevention assistance will be requested to match 10% of the rent request.

2.5 County will provide each household applying for assistance with an assessment of overall client strengths and needs, and will assist in the development of client-focused, results-oriented plans to help families progress toward stability. Using the framework of our established case management program supports the long term ability of the family to maintain adequate housing. County will provide the following Case Management services, including but not limited to:

2.5.1 Determination of eligibility for potential clients;
2.5.2 Identification and resolution of immediate client crisis;
2.5.3 A program of incremental steps developed by the client and case management staff to implement a coordinated, integrated plan of action that enables the client to move through the crisis to become more self-supporting and stable;
2.5.4 Appropriate services and/or benefits will be identified, planned, obtained, provided, recorded, monitored and finalized;
2.5.5 Information and referral sources will be provided to all clients seeking assistance;
2.5.6 Collaboration and coordination with other appropriate service agencies will occur on a case by case basis;
2.5.7 Follow up will occur at regular intervals depending on the level of crisis. Those with more complex crises will be followed for longer periods of time;
2.5.8 Staff will advocate on behalf of families with landlords, mortgage companies, and others.

3. PARAMETERS FOR ADDITIONAL EMERGENCY GRANT PAYMENTS:

3.1 Those receiving CDBG funds must agree to participate in the case management program and meet with County case management staff on an ongoing basis. During those meetings, the County will ascertain participants’ basic needs with regard to housing, as well as progress made toward goals established by participants. During this process, the case worker will determine if housing is in jeopardy.

3.2 The case worker will identify what potential options a client has to address a housing crisis.

3.3 Case workers will evaluate CDBG services received to date in order to ensure compliance with CDBG regulations.
3.4 If the client is actively participating in meeting established or revised goals and has limited options to resolve the documented housing crisis, he or she will be eligible to receive an additional emergency grant up to $300.

4. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal CDBG program.

Agency responsibilities include:

1) Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information;
2) Submit applicable grant reports to the Housing Section;
3) Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information;
4) Maintain project accounting records, including documentation of expenditures and receipts;
5) Manage personnel;
6) Complete audits and other submissions;
7) Manage construction process and ensure compliance with Davis Bacon Prevailing Wage regulations when applicable;
8) Oversee project to ensure a cost-effective, timely and efficient delivery of services; and
9) Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, religion, handicap, familial status or national origin.
EXHIBIT B - PART I

CITY OF FLAGSTAFF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PAY REQUEST

IDENTIFICATION
Grantee: City of Flagstaff
Sub-Recipient: Coconino County Community Services
Make check payable and mail to: Coconino County Community Services - 2625 N. King St., 2nd Floor, Flagstaff, AZ 86004

STATUS OF CBDG FUNDS

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<th>Current Requested Amount</th>
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<td>$38,540.00</td>
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CERTIFICATION
I certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above. I further certify that the data recorded above is correct, that the amount of the request for payment is not in excess of current needs, and that all required documentation is attached.

Date: [Signature: Title: Executive Director]

Date: [Signature: Title:]

FOR CITY USE ONLY

APPROVED
ADRIANA FISHER
Housing Specialist
DATE

APPROVED
LEAH BLOOM
Housing & Grants Administrator
DATE

APPROVED
STACEY BRECHLER-KNAGGS
Grants Manager
DATE

Received
To Grants
To A/P
CITY OF FLAGSTAFF, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EXPENSE DETAIL

Sub-Recipient: Coconino County Community Services
Project #: 88C-18
Payment Request #: ..

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<th>Expense Description</th>
<th>Vendor Name</th>
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Comments (reserved for CITY Program):

Prepared By

Print Name

Signature

Title

Date

TOTAL CDBG Funds Requested
## Project Budget

**City of Flagstaff**

Community Development Block Grant (CDBG) Program

**Project Description:** CDBG Flagstaff - Housing Stabilization

**Implementing Agency:** Coconino County Community Services

### Date: 2018

### Persons Served: 40 families

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<th>SOURCE 3</th>
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CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

Coconino County Community Services
DUNS NO.: 018094560
PROJECT: Housing Stabilization
PROJECT #: 88C-18
GRANT NAME & #: CDBG Entitlement 2018/2019 – B18-MC-04-0510

Whereas, Coconino County Community Services, an Arizona Corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Coconino County Community Services, that Norma Gallegos is authorized to execute on behalf of said corporation the following:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>2.</td>
<td>Payment and Performance Bonds</td>
</tr>
<tr>
<td>3.</td>
<td>Payrolls</td>
</tr>
<tr>
<td>4.</td>
<td>Claims</td>
</tr>
<tr>
<td>5.</td>
<td>Change Orders</td>
</tr>
<tr>
<td>6.</td>
<td>All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements</td>
</tr>
</tbody>
</table>

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this _______ day of ________________, 20__.

______________________________
Signature of Person(s) Authorized to Sign Norma Gallegos, Interim Director

CERTIFICATE

I, ___________________________ of Coconino County Community Services, an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on ____________________________, and the same is in full force and effect at this time.

Dated ____________________________

(Signature of Officer of Corporation)

(Corporate Seal)

STATE of ___________________ ) ss

COUNTY of ____________________

The foregoing instrument was acknowledged before me this _______ day of ________________, 20__, by _____________________________ of Coconino County Community Services, an Arizona corporation, on behalf of the corporation.

_____________________________________
Notary Public
**Exhibit E: Schedule of Completion**

<table>
<thead>
<tr>
<th>Project Schedule</th>
<th>City of Flagstaff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description:</td>
<td>Coconino County Community Services</td>
</tr>
<tr>
<td>Implementing Agency:</td>
<td>40 Households</td>
</tr>
<tr>
<td>Project Number:</td>
<td>2/15/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action Items</th>
<th>Item Description</th>
<th>YEAR</th>
<th>1st Month Begins with the Notice to Proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Expenditure of Award for City of Flagstaff Residents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Completed Coaching Sessions</td>
<td>5</td>
<td>10  15  15  15  15  15  15  15  15</td>
</tr>
</tbody>
</table>

| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
CDBG MONTHLY PERFORMANCE REPORT

SUB-RECIPIENT: Coconino County Community Services
Address: 2625 N. King St, 2nd Floor, Flagstaff, AZ 86004
Contact: Norma Gallegos Phone: 928-679-7455

PROJECT TITLE: Housing Stabilization

COF PROJECT #: 88C-18

GRANT PROJECT #: B18-MC-04-0510

SUMMARY OF OVERALL PROJECT (e.g. goals, approaches, timetables):
Provide financial assistance to keep residents in their current home and stabilize their housing, preventing homelessness. In addition, we provide financial literacy education, Individual Development Accounts (IDA), and entrepreneurial opportunities to move beyond poverty and break the cycle of homelessness. The total estimated number of persons to be assisted in preventing homelessness in this project is 40 households.

NOTICE TO PROCEED DATE: _______________ CONTRACT EXPIRATION DATE: _______________

REPORT FOR (Month/Year): _______________ Pay Request #: _______________

THIS MONTH’S SUMMARY OF PROJECT PROGRESS (related to CDBG-funds only):
(You will write a summary of this month’s activities, specifically reporting the number of clients served or progress on a construction project.)

THIS MONTH’S CHALLENGES:
(You will report on any issues and challenges you have faced in achieving this month’s goals.)

Signature ____________________________ Date _______________

Please Note: If submitting a pay request, it MUST be accompanied by a monthly report and a demographics report.
## EXHIBIT G

### CDBG Demographic Profiles Report

**City of Flagstaff**

211 W. Aspen, Flagstaff, AZ 86001  
928-213-2752

**Organization:** Coconino County Community Services

**Demographic Information For (mo/yr):** Project #: 88C-18

<table>
<thead>
<tr>
<th>Client Name or #</th>
<th>Address</th>
<th>Annual Income</th>
<th>AMI%</th>
<th>Race Code</th>
<th>Hispanic Y/N</th>
<th>Disability Y/N</th>
<th>Elderly Y/N</th>
<th>Household Size</th>
<th>Service Provided</th>
<th>Female H-O-H Y/N*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

* = Female Head-of-Household

### RACE

- **White**  
  - 16 Native & White  
  - 17 Asian & White  
- **African American**  
  - 18 African American & White  
  - American Indian/Alaska Native  
- **Asian**  
  - Native  
- **American Indian or Alaska Native**  
  - Native  
- **Native Hawaiian or other Pacific Islands**  
  - 20 Multi-Racial
2018 Area Median Income Limits for Flagstaff

<table>
<thead>
<tr>
<th>Household size</th>
<th>30%</th>
<th>50%</th>
<th>60%</th>
<th>80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$14,700</td>
<td>$24,500</td>
<td>$29,400</td>
<td>$39,200</td>
</tr>
<tr>
<td>2</td>
<td>$16,800</td>
<td>$28,000</td>
<td>$33,600</td>
<td>$44,800</td>
</tr>
<tr>
<td>3</td>
<td>$20,780</td>
<td>$31,500</td>
<td>$37,800</td>
<td>$50,400</td>
</tr>
<tr>
<td>4</td>
<td>$25,100</td>
<td>$35,000</td>
<td>$42,000</td>
<td>$56,000</td>
</tr>
<tr>
<td>5</td>
<td>$29,420</td>
<td>$37,800</td>
<td>$45,360</td>
<td>$60,500</td>
</tr>
<tr>
<td>6</td>
<td>$33,740</td>
<td>$40,600</td>
<td>$48,720</td>
<td>$65,000</td>
</tr>
<tr>
<td>7</td>
<td>$38,060</td>
<td>$43,400</td>
<td>$52,080</td>
<td>$69,450</td>
</tr>
<tr>
<td>8</td>
<td>$42,380</td>
<td>$46,200</td>
<td>$55,440</td>
<td>$73,950</td>
</tr>
</tbody>
</table>

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by ADOH.

PLEASE NOTE: When 2019 AMI Limits are received from HUD, Housing will
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: James Jayne, Coconino County Manager

SUBJECT: Accept the resignation of Gary Pearlmutter as Legal Defender.

RECOMMENDED MOTION:

Accept the resignation of Gary Pearlmutter as Legal Defender.

BACKGROUND:

Gary Pearlmutter, as Legal Defender, has submitted a letter of resignation, effective January 4, 2019, to the County Manager. In order to make such resignation effective, the Board must take action to accept his resignation.

ALTERNATIVES:

The Board may decide not to accept Mr. Pearlmutter's resignation.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENTS:

1 - Staff Report - 1/2/2019 -
2 - Supporting Document - RESIGNATION LETTER - 1/2/2019
To Coconino County:

I intend to resign effective from my position effective January 4, 2019. I will follow up with a formal letter of resignation.

Thank you for the opportunity to serve the county.

[Signature]

Gary Pearlmutter
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Gary Krcmarik, Coconino County Court Administration

SUBJECT: Approve the acceptance of the Fiscal Year 2019, CSI grant funding from the Administrative Office of the Courts, and corresponding budget amendment in the amount of $58,180, for court security improvements at the Page Justice Court.

RECOMMENDED MOTION:

Approve the acceptance of the Fiscal Year 2019, CSI grant funding from the Administrative Office of the Courts, and corresponding budget amendment in the amount of $58,180, for court security improvements at the Page Justice Court.

BACKGROUND:

On February 8, 2017, the Arizona Supreme Court adopted Court Security Standards. The Administrative Office of the Courts established a statewide court security fund to assist local courts with one-time funding for security equipment and security system improvements.

The Page Justice Court applied for funding from the Court Security Improvement (CSI) funds and received notification that the Court has been approved for funding from the Arizona Administrative Office of the Courts in the amount of $58,180 for the term of May 1, 2018 through June 30, 2019. The court security improvement project will begin and conclude in Fiscal Year 2019. The funding is to be used for court security improvements at the Page Justice Court for the items noted below. This project is coordinated with the Coconino County Facilities Department.

1) Wireless, panic alarm system
2) Facility security improvements to reinforce transaction window, wall and staff door
3) Reinforce windows in judge's chambers with ballistic film

Attached for County approval is the funding agreement and budget amendment for $58,180 for court security improvements at the Page Justice Court. The Funding Agreement is fully executed by the Arizona Supreme Court and the Presiding Judge at Page Justice Court and does not require additional signatures.
ALTERNATIVES:

1) To use local funds to pay for the project; or 2) To not proceed with the project.

FISCAL IMPACT:

The total FY2019 grant award is $58,180. Attached is the FY19 Budget Amendment to include FY19 budget appropriations for the grant revenue and expense line items noted below.

1) REVENUE: State Grant 1383.40.4002.0000.0000.460.351550 $58,180
2) EXPENSE: Security Equipment 1383.40.4002.0000.0000.615.808011 $58,180

1 - Supporting Document – FY19 – CSI GRANT APPLICATION - 12/19/18
2 - Supporting Document – FY19 – CSI FUNDING AGREEMENT - 12/19/18
3 - Supporting Document – FY19 – CSI BUDGET AMENDMENT - 12/19/18

Expenditures
80.8033 Security Equipment $8,783.01

ATTACHMENTS:

1 - Supporting Document - FUNDING APPLICATION
2 - Supporting Document - FUNDING AGREEMENT - 12/19/18
3 - Supporting Document - BUDGET AMENDMENT - 12/19/
A. APPLICANT INFORMATION

1. Court Name: Page Justice Court

2. Contact Person: Jody Boston

3. Title: Admin. Supervisor

4. Address (Street, City, State, Zip): 547 Vista Ave. - PO Box 1665, Page, AZ 86040

5. Phone: 928-645-8871

6. E-mail Address: jboston@courts.az.gov

7. Date of most recent Court Security Assessment: Updated 1/31/2018

B. PROJECT INFORMATION

8. Court Security funds requested for: x New Request □ Amendment □ Extension (time only)

9. Amendment or Extension: GPT #

10. Implementation Phase / Standard this project addresses:

   - x In-Custody Defendants
   - x Facilities & Equipment
   - □ Entryway Screening
   - □ Training (Court Employee)
   - □ Training (Security Officer)

11. Description of Project: Detail what the project will accomplish and the Court Security Standards to be addressed. Reference your Court Security Strategic Plan as appropriate.

   - Replace existing transaction glass window, sheetrock window wall, and standard wood door leading to staff offices with ballistic resistant materials including a bullet proof transaction window with pass-thru drawer, level 3 fiberglass wall panels, and a ballistic wood door. Security standard: Facilities & Equipment

   - Wireless, duress/panic alarm system - The Court building has two, hard-wired panic buttons. They are both located on the far north end of the building; one at the Justice Court transaction window and one on the bench. There are no panics in the hearing room, public areas, restrooms, or storage areas. An upgrade to wireless panics would cover the staff no matter where they are in the building and provide early notification to law enforcement of an issue at the Court. We feel this would be the best option regarding the safety of all persons in the building. Currently paying $25/month for monitoring two panics; that amount will not increase. Security standard: Facilities & Equipment

   - Reinforce windows in Judge's chambers – Approximately three quarters of the north wall in judge's chambers are glass. Reinforce with bullet proof glass. Security standard: Facilities & Equipment

For Technology Components: If the project or any of its items require a network connection, indicate to which network they will connect.

   □ Court Network/AJIN □ County Network □ City Network □ Internet □ Other: ________
Prioritized List of Items Requested: Taking many factors into consideration, such as security weaknesses and past incidents, determine which requested items would be most beneficial to the court and provide a list in order of preference.

*Each item must have appropriate supporting cost documentation attached to this application.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost/Amount</th>
<th>New or Upgrade</th>
<th>Matching funds &amp; source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Reinforce transaction window, wall &amp; staff door</td>
<td>$34,457.00</td>
<td>Upgrade</td>
<td>N/A</td>
</tr>
<tr>
<td>2 - Wireless, hand-held panic buttons</td>
<td>$ 2168.32</td>
<td>Upgrade</td>
<td>N/A</td>
</tr>
<tr>
<td>3 - Bullet-proof windows in chambers</td>
<td>$ 21,554.00</td>
<td>Upgrade</td>
<td>N/A</td>
</tr>
</tbody>
</table>

13. Financial Plan: If the project will be ongoing, detail how it will be financially supported in the future. 

N/A

If applicable, reference the Court's Security Incident Reports and any other supporting documentation or information to justify the need for this project; describe how the project will address those concerns and/or mitigate weaknesses.

C. BUDGET INFORMATION

Total Project Cost: $ 58,179.32

15. Amount Requested: $ 58,179.32

*Supporting cost documentation must be attached.

16. Project Start Date: upon funding

Project End Date:

17. Line Item Budget:

- Security & Systems Equipment: $ 2168.32
- Facilities Improvements: $ 56,011.00
- Local/Onsite Training: $
- Professional Services: $
- Other: $

**Total $ 58,179.32**

X. It is acknowledged that these requested monies are for one-time, non-recurring costs. Any and all ongoing maintenance fees shall be the responsibility of the local court.
D. SIGNATURES OF SUBMITTING PARTIES: The undersigned approve this proposal and acknowledge it has been properly vetted through the appropriate Court Security and Emergency Preparedness Committee(s).

[Signature] 2/13/2018
Presiding Judge, Justice of the Peace, Magistrate, or Clerk of the Superior Court

[Signature]
Presiding Judge of the Superior Court in the Applicant's County

Donald G. Roberts
Please Print Name

RETURN COMPLETED APPLICATION TO:
csdgrants@courts.az.gov
-OR-
GRANT SPECIALIST
ADMINISTRATIVE OFFICE OF THE COURTS
1501 W. WASHINGTON, SUITE 410, PHOENIX, AZ 85007

Application for Funding
Court Security Improvements
Attachment A

Using knowledge of the court facility for which funds are requested, and the court's security assessment, please mark the security features below that the court currently has in place. Use the comments field for any additional information. Please attach one list for each court facility for which funding is requested.

Court Facility: Page Justice Court
### In-custody Defendants
- [ ] Separate entrance
- [ ] Secure holding area

### Duress Alarms / Panic Buttons
- [x] Courtroom
- [ ] Public transaction counters
- [ ] Entrance/screening area

### Locking Protocols
- [ ] Building intrusion alarm
- [ ] Alarmed exterior doors
- [x] Electronic or hard key access to non-public areas

### Protection of Critical Locations

#### Outside
- [ ] Bollards
- [ ] Natural landscapes

#### Inside
- [x] Barrier between visitors & staff at public counters
- [x] Courtrooms secured when not in use
- [ ] Jury rooms secured when not in use
- [x] IT equipment areas secured

### Areas Reinforced with Ballistic-resistant Materials
- [ ] Bench
- [ ] Courtroom staff work areas
- [ ] Public counters
- [ ] Other staff work areas

### Security Cameras
- [x] Monitored by staff
- [x] Recordings made and maintained

#### Locations
- [x] Entry & exit points
- [x] Parking areas
- [x] Lobby/waiting area

### Security Officers
- [x] Uniformed
- [x] Armed
- [ ] On-site full-time
- [x] On-site part-time
- [ ] On-site by request only
- [ ] Court employees
- [ ] Law enforcement
- [ ] Contract workers

### Other
- [x] Exterior lighting
- [x] Window coverings
- [x] Secure lockers for storage of firearms

### Entryway Screening
- [ ] Visitor screening
- [ ] Court employee screening
- [x] Handheld magnetometer
  - Age of equipment: 1yr
- [x] Walk-through device
  - Age of equipment: unknown
- [ ] Fluoroscope (x-ray)
  - Age of equipment:

### Signage
- [x] Subject to search
- [x] Prohibited items

---

**Comments:** Regarding items checked above:

- Additional security cameras and monitors purchased by the Justice Court to cover the newly remodeled half of the building – to be installed in the next 30 days.

- Armed, uniformed security officer is bailiff working 19.75 hours/week.

- Exterior lighting in place but insufficient. Additional fixtures are needed as well as replacement/repair of some existing fixtures.

- Window coverings are standard vertical blinds,

- Walk-through device in storage re: insufficient staffing.

- Awarded $8783.01 CSI grant on 12/28/17 for a key card system and locks for 9 critical doors - to be installed in March 2018.
Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR COURT SECURITY IMPROVEMENTS

Page Justice Court
18B03CS001

Fiscal Year 2018/2019

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Page Justice Court, herein referred to as "the Court," in accordance with A.O. 2017-15 which is incorporated herein by reference.

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Court Security Improvement (CSI) funds for Fiscal Year 2018, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on May 1, 2018 and shall remain in effect through June 30, 2019.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) the Court's failure to implement or operate the approved plan; (d) the Court's noncompliance with this Agreement; or (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to the Court shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III (B) of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Court shall accrue to the fund for use by the Court in accordance with its approved plan.

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to the Court for the performance of its approved plan and may authorize direct expenditures for the benefit of the Court. Set forth in Addendum A to this Agreement are the specific amounts to be retained and disbursed by the AOC. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Court's need for and usage of Court Security Improvement Funds.

b. Reporting Requirements. The Court shall submit a progress report to the AOC no later than forty-five days after the end of the grant period and include a financial report along with any unexpended funds and interest in accordance with paragraph 4.c of this funding agreement.
c. **Unexpended Funds.** Funds unencumbered as of June 30, 2019 and unexpended as of July 31, 2019, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Court Security Improvement Fund no later than August 15, 2019. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge.

d. **Inappropriate Expenditures.** The Court shall expend funds only for the purposes and uses specified in the approved plan and budget. The Court agrees to reimburse the Court Security Improvement Fund for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement.

Court Security Improvement Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with Court Security Improvement Funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

e. **Budget Modifications.** The Court shall not shift funds from, to, or within budgeted categories without prior written authorization from the AOC. All budget modifications shall be in accordance with the current version of Section 5.03, AOC's Policies and Procedures Manual, entitled Budget Control, Budget Modification Policy, a copy of which can be obtained upon request.

f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2019, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Court Security Improvement Funds.

If termination is due to failure of the Court to comply with the approved plan, the AOC may require return of equipment and supplies purchased with Court Security Improvement Funds.

5. **BOOKS AND RECORDS**

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

b. **Program Records and Evaluation.** The AOC plans to monitor and evaluate the Court Security Improvement Fund Program to determine its effectiveness. As a condition of receipt of Court Security Improvement Funds, the Court agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

The Court further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. **AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS**

The Court shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.
7. **INVENTORY**

The Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC’s Policies and Procedures Manual, Section 5.06 for guidance.

8. **USE, LOSS AND DISPOSITION OF EQUIPMENT**

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the Supreme Court. After this time, the equipment may be transferred upon approval of the presiding judge. The Court is responsible for any maintenance, loss or damage to the equipment and the Supreme Court makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Attachment C.

9. **PERFORMANCE LIABILITY**

Except as otherwise provided in law, in the performance of this Agreement and the Court's approved plan both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

---

Page Justice Court

By Honorable Donald Roberts, Presiding Judge
Page Justice Court

ARIZONA SUPREME COURT

By Mike Baumstark, Deputy Director
Administrative Office of the Courts
ADDENDUM A

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS

GRANTEE: Page Justice Court

ADDENDUM DATE: June 6, 2018

BEGIN DATE: May 1, 2018 END DATE: June 30, 2019

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

| Equipment Expenses       | $2,169.00 |
| Facilities Improvements  | 56,011.00 |

TOTAL FUNDS: $58,180.00

AMOUNT TO BE DISBURSED TO COURT*:

Upon receipt of signed funding agreement $58,180.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: $58,180.00

TOTAL AMOUNT APPROVED FOR EXPENDITURE: $58,180.00

* Since the AOC cannot guarantee how much revenue will be generated for fiscal years 2018 and 2019, any shortfall will be the financial responsibility of the court. In the event that Court Security Improvement funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:

Marcus Reinkensmeyer, Director, Court Services Division,
Administrative Office of the Courts

Signed:

Honorable Donald Roberts
Presiding Judge, Page Justice Court

Date: 6/7/18

Date: 6/25/2018
ADDENDUM B

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
COURT SECURITY IMPROVEMENTS

GRANTEE: Page Justice Court

ADDENDUM DATE: June 6, 2018

BEGIN DATE: May 1, 2018

END DATE: June 30, 2019

NOTE: This addendum supersedes all previously dated addenda.

<table>
<thead>
<tr>
<th>EQUIPMENT EXPENSES:</th>
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<td><strong>Item:</strong> Panic buttons</td>
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Subtotal Equipment Expenses: $2,169.00

<table>
<thead>
<tr>
<th>FACILITIES IMPROVEMENTS:</th>
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<tbody>
<tr>
<td><strong>Item:</strong> Ballistic materials reinforcement</td>
</tr>
<tr>
<td>Bullet-proof windows in judge's chambers</td>
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</tbody>
</table>

Subtotal Facilities Improvements Expenses: $56,011.00

TOTAL FY2018 & 2019 BUDGET: $58,180.00
ATTACHMENT C

ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of $5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a fixed asset with a purchase price of $2,000 to $4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over $2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU shall maintain a tagging/numbering system.
3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and non-capital equipment shall, at a minimum, indicate:
- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.
PAGE COURT SECURITY IMPROVEMENT GRANT BUDGET AMENDMENT
FY2019

1) REVENUE: STATE CSI GRANT  1383.40.4002.0000.0000.460.351550    $58,180
2) EXPENSE: SECURITY EQUIPMENT   1383.40.4002.0000.0000.615.808011    $58,180
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Approve a budget adjustment in the amount of $60,000 for the Department of Public Affairs & Community Relations to fund the previously approved contract for Elevated Advocacy, Inc.

RECOMMENDED MOTION:

Approve a budget adjustment in the amount of $60,000 for the Department of Public Affairs & Community Relations to fund the previously approved contract for Elevated Advocacy, Inc.

BACKGROUND:

On Tuesday, September 25th, 2018, the board unanimously approved a contract with Elevated Advocacy for a ten-month period for a total of $60,000. This contract is for state legislative and administration advocacy services. The contract was approved and executed and this budget adjustment provides the funding to the department to fund that contract.

ALTERNATIVES:

The board could choose not to make the budget adjustment.

FISCAL IMPACT:

The motion will increase the Public Affairs budget by $60,000

ATTACHMENTS:

Staff Report
Contract
Summary of Basic Services and Deliverables Provided to Coconino County

Lobbying Activities – Arizona State Legislature

- Elevated Advocacy will assist the County in determining and implementing the organization's legislative agenda and priorities through consultation with the County's Point of Contact.

- If the County chooses to initiate legislation, Elevated Advocacy will draft the legislation, find a bill sponsor, and lobby the bill through the entire legislative process.

- Elevated Advocacy will lobby for and against legislation in consultation with the County's Point of Contact.

Bill Tracking – Arizona State Legislature

- Elevated Advocacy reviews all legislation and amendments introduced by the legislature daily and will track all bills and amendments that are germane to the County’s legislative priorities. Bill tracking lists will be provided as appropriate and agreed to between the County and Elevated Advocacy.

Reports and Client Communication

- Elevated Advocacy subscribes to the Arizona Capitol Times, LOLA, the daily Legislative Report, and The Yellow Sheet Report. Elevated Advocacy will review these publications and records for issues related to the organization's legislative priorities and will report them weekly to the organization.

- Elevated Advocacy will provide a weekly report to the County, including working with Management Analyst in preparation for the weekly LPC meeting and monthly CSA Board meetings. Additional reports, summaries, and briefings ("briefings") may be made to County Board, Elected Officials and personnel on pertinent bills and issues in with mutual agreement with the County.

- Elevated Advocacy will notify the County on a regular basis of any pertinent development related to identified state legislative priorities during session, including Criminal Justice Reform, transportation and budget
Participating in Public Meetings and Hearings

- Elevated Advocacy will identify hearings and other public meetings being held at the state legislature and will identify stakeholder meetings that the County may wish to be involved in. The Board of Supervisors wishes to have an increased presence at the Capitol this session for increased voice on issues that are of interest to Coconino County.

- Elevated Advocacy staff will attend stakeholder and committee meetings and represent the County and testify on the County’s behalf, in coordination with the County’s Point of Contact.

Outreach to Arizona State Legislators

- Elevated Advocacy will assist in coordinating outreach activities during the contract to educate legislators and Council members on the County’s priorities.

- In partnership with and under general direction of the County, Elevated Advocacy may present to the County’s board and/or staff members on any appropriate legislative or policy issues during the year, with appropriate advanced notice and lead time to prepare.

- Elevated Advocacy will coordinate and assist in any legislative visits the County’s Board or Executive leadership team may wish make to the State Capitol.

Terms and Conditions

I. Fees: In full satisfaction for any and all advocacy services rendered by Elevated Advocacy, LLC under this Agreement, Coconino County will pay for ten months of representation, effective September 1, 2018. Payment is broken into monthly allotments of $6,000 and invoicing is subject to agreement between the parties.

II. Term & Termination: This Agreement may be terminated for convenience by either party at any time, with thirty days written notice. Elevated Advocacy shall be entitled to reimbursement of costs already incurred and payment for all work incurred, on a pro rata basis, to the date of termination.

III. Declining Assignments: Elevated Advocacy reserves the right to decline assignments or presentations in consultation with the County, if the requests are determined to be interfering or conflicting with other contractual professional and contractual demands of Elevated Advocacy.
IV. Expenses: Expenses, if any, will be preapproved by the County and paid for directly on the Elevated Advocacy’s behalf or on a reimbursement basis at County’s discretion. Reimbursement for mileage is subject to preapproval by the County.

V. Withholding; Benefits: All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall client be obligated to pay any of Consultant’s employees’ taxes. Consultant hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by User Group under this Agreement and agrees to indemnify and hold User Group harmless with respect to such taxes and withholding. In addition, Consultant shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by User Group members to its employees.

VI. Point of Contact: The County is responsible for establishing a “Point of Contact” to liaise between the County administrative staff, the Board of Supervisors and the County Managers Office and Elevated Advocacy, LLC. Until electronic or otherwise written notice is given, the County’s Point of Contact is the Director of Public Affairs and Community Relations (or their designee).

ELEVATED ADVOCACY, LLC

By: __________________________
Name: Todd Madeksza, Principal
Date: 07/27/2018

Coconino County

By: __________________________
Name: Art Babbott
Its: Chair, Board of Supervisors
Date: 10/1/18
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Approve the award of RFQ 2019-104, “On-Call Fencing Services” to two firms, Buffalo Fence & Barn Co. and Alamo Fence Company, for a one-year period for projects up to $100,000.00.

RECOMMENDED MOTION:

Approve the award of RFQ 2019-104, “On-Call Fencing Services” to two firms, Buffalo Fence & Barn Co. and Alamo Fence Company, for a one-year period for projects up to $100,000.00.

BACKGROUND:

The County has the need to obtain on-call services of Independent Contractors to provide fencing services. Statements of Qualifications have been solicited from all interested parties.

Results of RFQs opened November 28th, 2018:

COMPANY NAME

1. Buffalo Fence & Barn Co.
2. Alamo Fence Company

With this submittal, the Public Works Department is requesting approval to contract with both firms for an initial one-year period. Competitive quotes will be solicited from each firm for each fencing project.

ALTERNATIVES:

The following alternatives are available to the Board for consideration:

- Approve this submittal.
- Disapprove the request and request further research to be undertaken.
FISCAL IMPACT:

The costs for using the on-call vendors will be budgeted by each department for specific projects.

ATTACHMENTS:

Staff Report
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Approve an Agreement with Buffalo Fence & Barn Company, Inc., for on-call fencing services to the County for projects up to $100,000.00.

RECOMMENDED MOTION:

Approve an Agreement with Buffalo Fence & Barn Company, Inc., for on-call fencing services to the County for projects up to $100,000.00.

BACKGROUND:

On January 8th, 2019 the Board will be awarding RFQ 2019-104 to two firms to provide on-call fencing services to the County on an as-needed basis. Buffalo Fence & Barn Company, Inc. is one of the firms selected, based on statements of qualifications that were submitted.

The purpose of this submittal is to consider approval of the Agreement with Buffalo Fence & Barn Company, Inc. as one of the two firms who will be available to perform the work. Competitive pricing from both firms will determine who is awarded each project.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:

• Approve this submittal.
• Disapprove and request a new solicitation for this project
• Disapprove and cancel the project.

FISCAL IMPACT:

Each project will be budgeted by the department prior to approval.

ATTACHMENTS:

1 – Staff Report
2 – Contract
3 - Insurance
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this ____ day of ________________, 2019,

BETWEEN

BUFFALO FENCE & BARN COMPANY, INC., an Arizona corporation, with a mailing address of P.O. Box 2485, Flagstaff, Arizona 86003-2485, (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

A. The County has a need to obtain the services of an Independent Contractor to provide On-Call Fencing Services, (hereinafter the "Services"); and

B. The County has reviewed Statements of Qualifications (SOQs) from RFQ 2019-104 in order to select the appropriate Independent Contractor to provide the services; and

C. The Independent Contractor has submitted a successful proposal; and

D. The County desires to contract with the Independent Contractor to provide the Services; and

E. The Independent Contractor is ready, willing and able to provide to provide the Services on the terms and conditions set out herein.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

A. The County requires on-call fencing services for minor and major projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to County facilities and roadways. The Independent Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

i. All work performed by the Independent Contractor shall meet all applicable state and local codes and the Independent Contractor shall be required to obtain all required permits and inspections. Blue Stake shall be contacted by the Independent Contractor prior to work commencing.

ii. The Independent Contractor shall contact the property owner for permission to work on property outside of the County right-of-way prior to beginning work.

iii. For County projects, the following order of precedence shall govern:
2. Coconino County Engineering Design & Construction Criteria and Coconino County Construction Standards.
4. ADOT Standards and Specifications, current edition(s).
5. MAG Standards and Specifications, current editions/revisions.

B. The Independent Contractor may be asked to attend a Scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.

C. When a project is offered to the Independent Contractor, the Independent Contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and completion date. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Independent Contractor unless change orders are pre-approved by the County.

i. By executing a price proposal, the Independent Contractor represents that they have visited the project site(s) and familiarized themself with the local conditions under which the work is to be performed. The County does not undertake to represent or warrant the site or local conditions.

ii. The County reserves the right to reject the Independent Contractor’s selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

iii. The County has the right to request proposals from more than one on-call fencing firm for competitive purposes.
D. A separate Purchase Order must be issued for each project before the commencement of any work by the Independent Contractor. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

i. Change orders may be approved if they are based on conditions that are not reasonably foreseeable and only if there is strict and complete compliance with County procedures.

E. Payment and performance bonds are required for all projects for the full amount of the project. The County, at its sole discretion may waive this requirement for small projects under $15,000.00.

i. Within seventy-two (72) hours of the announcement of the project award, Independent Contractor shall tender a performance and payment bond for the County to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of Title 20, Chapter 6, Article 8; shall name Coconino County, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the County, and the bond shall otherwise be satisfactory in its scope and content as determined by the County in its sole and absolute judgment.

ii. In the event the Independent Contractor fails to provide to County with the certificate and proof of bond assurance within seventy-two hours of the announcement of the project award then the County reserves the right to unilaterally rescind the Independent Contractor’s award of this project.

iii. In the event the Independent Contractor provides to the County the certificate and proof of bond assurance and the County determines, in its sole and separate judgment, that the certificate and/or assurance is inadequate in any regard, then the County reserves the right to unilaterally rescind the Independent Contractor’s award of this project. The County’s judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the County issues to the Independent Contractor the Notice to Proceed with the project. The County waives any objection to the County’s adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the County that the tender of proof required herein was made by the Independent Contractor, its agents, employees or persons acting on Independent Contractor’s behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the County in its sole and absolute judgment.
F. The Independent Contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Agreement, the Independent Contractor shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

i. The Independent Contractor shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Agreement.

ii. The Independent Contractor shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the County. The superintendent shall represent the Independent Contractor and have authority to act for the Independent Contractor. The Independent Contractor or qualified representative shall attend meetings with the County, at a frequency as determined by the County, for coordinating or expediting the work.

G. Safety. During the construction process, the Independent Contractor shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable “OSHA Standards for the Construction Industry” shall be followed. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Independent Contractor’s responsibility. The County may stop construction on a project until safety concerns have been corrected.

i. The Independent Contractor shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Independent Contractor shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

H. To determine the date of final completion of a particular project, final inspection of the work by the County shall be made within five (5) working days after receipt of the Independent Contractor’s written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the County determines that the Independent Contractor has achieved final completion. However, if such inspection, in the sole opinion of the County, reveals items of work still to be performed, the Independent Contractor shall promptly perform them and then request a re-inspection.

I. Method of Payment to the Independent Contractor.

i. The Independent Contractor shall submit progress payments and invoices at the end of each calendar month. Such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks.
ii. Invoices shall be submitted to the County Department that issued the Purchase Order.

iii. Upon inspection and acceptance of the Work, the County will render payment within thirty (30) days.

II. Compensation

The compensation to be paid by the County for the work performed by the Independent Contractor under Section I above, shall be based on the purchase order prepared for each project. The payment terms will be net thirty (30) days. In no instance, however, shall the total amount due the Independent Contractor exceed the amount of $100,000.00 per project.

III. Term of Agreement

The effective term of this Agreement is from February 1, 2019 through January 31, 2020. The County has the option to extend this Agreement for four (4) additional one-year periods.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

   General Aggregate $2,000,000
   Products/Completed Operations Aggregate $2,000,000
   Personal and Advertising Injury $1,000,000
   Fire Legal Liability $50,000
   Each Occurrence $1,000,000

ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or
"scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error,
fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. **Independent Contractor's Status**

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. The Independent Contractor will operate as an independent entity and none of the employees of the Independent contractor are to be considered employees of Coconino County. Independent Contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the Independent Contractor shall determine his/her necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Independent Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. **Force Majeure**

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.
IX. Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

X. Certification Pursuant to A.R.S. § 35-393.01

To the extent required by law, pursuant to the requirements of A.R.S. 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.
XII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XIII. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the “Records”) for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVII. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.
XVIII. **Non-discrimination**

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. **Notice**

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.

XX. **Choice of Law**

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. **Severability**

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXII. **Authority**

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

XXIII. **Assessment of Liquidated Damages**. The County may apply this section to specific Job Orders as necessary. It may not apply to all projects.

A. The County will deduct, from money due the Independent Contractor, a daily charge for each day that work remains uncompleted after expiration of the Agreement time. The daily charge will be based on the original Agreement value and will be in the amount shown in the following table:

<table>
<thead>
<tr>
<th>Schedule of Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Agreement Amount</strong></td>
</tr>
<tr>
<td>From More Than:</td>
</tr>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

B. The County may waive all or any portion of the liquidated damage assessment after the date the work is substantially completed and is in condition for safe and convenient use by the travelling public, or available for next-stage construction without restriction.
C. No liquidated damages will accrue during periods of authorized suspension of operations.

D. Permitting the Independent Contractor to continue and finish the work or any part of it after the time fixed for its completion shall not in any way operate as a waiver on the part of the County of any of its rights under the Agreement. Neither by the act of taking over the work nor by annulment of the Agreement shall the County forfeit the right to recover liquidated damages from the Independent Contractor or the Independent Contractor’s Sureties.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

BUFFALO FENCE & BARN COMPANY, INC.

By: ____________________________
    Kevin J. Craigie
    President

ACKNOWLEDGED before me by Kevin J. Craigie as President of and for Buffalo Fence & Barn Company, Inc. on this 12th day of December, 2018.

By: ____________________________
    Art Babbott
    Chairman

ATTEST:

By: ____________________________
    Lindsay Daley
    Clerk of the Board

APPROVED AS TO FORM:

By: ____________________________
    Deputy County Attorney
### COVERSAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>INSURER NAME</th>
<th>INSURER ADDRESS</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>BUFFALO FENCE &amp; BARN COMPANY</td>
<td>P. O. Box 2485, Flagstaff, AZ 86003-2485</td>
<td>42587</td>
</tr>
<tr>
<td>B</td>
<td>*DEPOSITORS INSURANCE COMPANY</td>
<td></td>
<td>19100</td>
</tr>
</tbody>
</table>

### CERTIFICATE NUMBER: 865598530

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy periods indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
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<td>*DEPOSITORS INSURANCE COMPANY</td>
<td></td>
<td>42587</td>
</tr>
</tbody>
</table>

### CERTIFICATE HOLDER

Coconino County, Coconino County Flood Control District, Its Officers, Agents, Employees & Volunteers, 5600 E Commerce Ave, Flagstaff AZ 86004

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

Ongoing Operations
1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to “bodily injury” or “property damage” occurring after:

a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. that operation of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Section II – Who Is An Insured is amended to include as an additional insured:

Products–Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” performed for such person or organization and included in the “products-completed operations hazard”.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering
of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

D. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1. or Paragraph B.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage
1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
   If a customer’s master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. Limit of Insurance – For the purpose of this coverage the most we will pay is $10,000 per “occurrence”.

B. Voluntary Property Damage
1. Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
   At your request, we will pay for “property damage” to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. Limit of Insurance – For the purpose of this coverage the most we will pay is $1,500 per “occurrence”.

C. Non-Owned Watercraft
Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a) is replaced with:
(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage
1. For the purposes of this endorsement only:
   Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property is amended as follows:
   a. Paragraphs (3), (5), and (6) are deleted in their entirety.
   b. Paragraph (4) is deleted in its entirety and replaced with:
      (4) Personal property in the care, custody, or control of the insured:
      (a) for storage or sale at premises you own, rent or occupy; or
      (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
   c. The coverage provided by this endorsement does not apply to "property damage":
      (1) Arising out of the disappearance or loss of use of personal property; or
      (2) Included in the "products-completed operations hazard".

2. Limit of Insurance - The most we will pay for loss arising out of any one "occurrence" is $5,000.

3. Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of $250.

We will pay the deductible amount to effect settlement of any claim or “suit” and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.
This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement.

E. Damage To Premises Rented To You

1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

   If Damage To Premises Rented To You is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under Section III – Limits Of Insurance, Paragraph 6 is replaced with:

   6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $1,000,000.

3. Under Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced with:

   (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under Section I – Coverages, Supplementary Payments – Coverage A and B Paragraphs 1.b and 1.d. are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under SECTION II – WHO IS AN INSURED Paragraph 3.a. is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

a. Lessors of Leased Equipment – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

   However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.
This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, sawnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision’s status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

CG 73 23 12 16

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the Other Insurance Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee

Under Section II – Who Is An Insured The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under Section II – Who Is An Insured The following is added to Paragraph 2:

e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under Section III – Limits Of Insurance the following is added to Paragraph 2:

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under Section III – Limits Of Insurance The following paragraph is added to Paragraph 2:

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your construction projects away from premises owned by or rented to you.
M. Medical Payments
   Under Section III – Limits Of Insurance, Paragraph 7. is replaced with:
   7. Subject to 5. above, the higher of:
      a. $10,000; or
      b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

   This coverage does not apply if Coverage C – Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence
   Under Section IV – Commercial General Liability Conditions, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:
   e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
   f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard
   Under Section IV – Commercial General Liability Conditions, Condition 6. Representations the following paragraph is added:
   d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation
   Under Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us the following paragraph is added:
   If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization
   Under Section IV – Commercial General Liability Conditions, the following paragraph is added:
   10. Liberalization
   If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)
   Under Section V – Definitions Definition 3. "Bodily Injury" is replaced with:
   3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE S

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition
If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover.

We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to “property damage” to property, other than your property, up to an amount not exceeding $250 in any one “accident”. Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

b. We will pay up to $500 for your property that is lost or damaged as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.
H. PREJUDGMENT INTEREST COVERAGE
The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE,
2. Coverage Extensions, a. Supplementary Payments:
(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS
The Fellow Employee Exclusion in SECTION II - COVERED AUTOS LIABILITY COVERAGE is replaced as follows;
A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee"s employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE
If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE
The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:
If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:
Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
a. Breakdown;
b. Repair;
c. Servicing;
d. "Loss"; or
e. Destruction
The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE
1. We will pay up to:
a. $100 for a covered "auto" you own of the private passenger type, or
b. $500 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE
1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
a. The amount paid under SECTION III - PHYSICAL DAMAGE COVERAGE of this policy; and
b. Any:
1) Overdue lease/loan payments at the time of the "loss";
2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3) Security deposits not refunded by a lessor;
4) Costs of extended warranties, Credit Life Insurance, Health, Accident, or Disability insurance purchased with the lease; and
COMMERCIAL AUTO
AC 70 05 03 16

5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived.

2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

   b. The number of days shown in the Schedule.

4. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred.

   b. $75 for any one day or for a maximum of 30 days.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a
covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE - STOLEN AUTOS
The following paragraph is added to Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

  c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

S. PHYSICAL DAMAGE LIMIT OF INSURANCE
Under SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance
1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
   b. The cost of repairing or replacing the damaged or stolen property.

2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals, which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a house, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equip-ment manufacturer or other sources including non-original equipment manufacturers and
   b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST
The following is added to the Limit of Insurance provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;

b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership; or

   c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases.

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-
U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

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a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

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X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere within the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,

3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

**COMMERCIAL AUTO**

AC 70 05 03 16

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

THIS FORM APPLIES ON A BLANKET BASIS FOR ALL ENTITIES REQUIRING A WAIVER OF SUBROGATION BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Endorsement No.
Insured

Policy No.
Premium $

Countersigned By ____________________________
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Approve the use of the remaining balance of $27,187.70 Title II RAC funding from the USDA, Forest Service, Coconino National Forest for the Regional Community Cleanups to be held at Flagstaff Landfill and Willard Springs Transfer Station.

RECOMMENDED MOTION:

Approve the use of the remaining balance of $27,187.70 Title II RAC funding from the USDA, Forest Service, Coconino National Forest for the Regional Community Cleanups to be held at Flagstaff Landfill and Willard Springs Transfer Station.

BACKGROUND:

The Public Works Department Solid Waste Division was successful applying for Title II Resource Advisory Committee (RAC) funding in the amount of $63,290.00. This funding provided necessary resources to hold the Regional Community Cleanups at the City of Flagstaff Landfill and Willard Springs Transfer Station during FY18. A number of changes were implemented for the FY18 events that reduced the total cost of those events. After the events, $27,187.70 remained and can be used for future events.

Community cleanups provide collection and disposal of solid waste and forest materials that may otherwise be disposed of illegally in the forests. There is not a fee charged to residents for this service and recyclable materials are accepted to reduce the amount of waste that is disposed of in the landfill.

The Solid Waste Division will continue to apply for Title II funding every year.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:

• Approve this submittal and accept the funding.
• Disapprove the submittal and do not accept the funding.
FISCAL IMPACT:

The $27,187.70 balance of Title II RAC funding will be used to conduct regional community cleanup efforts in the communities surrounding Flagstaff, Kachina Village and Munds Park in the spring of FY19. Coconino County will invoice the USDA Forest Service and will receive reimbursement.

ATTACHMENTS:

1 - Staff Report - 1/2/2019 - -
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Approve the use of the remaining balance of $6,426.10 in Title II RAC funding from the USDA, Forest Service, Kaibab National Forest for the Regional Community Cleanups to be held at Williams Transfer Station.

RECOMMENDED MOTION:

Approve the use of the remaining balance of $6,426.10 in Title II RAC funding from the USDA, Forest Service, Kaibab National Forest for the Regional Community Cleanups to be held at Williams Transfer Station.

BACKGROUND:

The Public Works Department Solid Waste Division was successful applying for Title II Resource Advisory Committee (RAC) funding in the amount of $15,939.00. This funding provided necessary resources to hold the Regional Community Cleanups at the City of Williams Transfer Station during FY18. A number of changes were implemented for the FY18 events that reduced the total cost of those events. After the events, $6,426.10 remained and can be used for future events.

Community cleanups provide collection and disposal of solid waste and forest materials that may otherwise be disposed of illegally in the forests. There is not a fee charged to residents for this service and recyclable materials are accepted to reduce the amount of waste that is disposed of in the landfill.

The Solid Waste Division will continue to apply for Title II funding every year.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:

• Approve this submittal and accept the funding.
• Disapprove the submittal and do not accept the funding.
FISCAL IMPACT:

The $6,426.10 balance of Title II RAC funding will be used to conduct regional community cleanup efforts in the communities surrounding Williams in the spring of FY19. Coconino County will invoice the USDA Forest Service and will receive reimbursement.

ATTACHMENTS:

1 - Staff Report
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Approve the third renewal of an Agreement with Terry Marxen Chevrolet Cadillac to perform vehicle collision and body repairs, in the amount of $77,000.00 for a one-year period.

RECOMMENDED MOTION:

Approve the third renewal of an Agreement with Terry Marxen Chevrolet Cadillac to perform vehicle collision and body repairs, in the amount of $77,000.00 for a one-year period.

BACKGROUND:

The Coconino County Public Works Department’s intent is to continue an Agreement with a qualified Independent Contractor to provide passenger car and light truck collision and body repairs for County vehicles.

On January 12th, 2016 the Board approved the original Agreement based on RFP 2016-102. On January 24, 2017, the Board approved the First Renewal of the Agreement. On January 9, 2018, the Board approved the Second Renewal of the Agreement. This submittal is to request approval of the third renewal of the Agreement that begins February 1st, 2019.

ALTERNATIVES:

Following alternatives are available to the Board of Supervisors:

• Approve this submittal.
• Reject the submittal and request a new solicitation.

FISCAL IMPACT:

The compensation to the Independent Contractor for the services for a one-year period is $77,000.00, which is budgeted by Mechanical Services Internal Fund as follows:

2051.41.4109.7046.0000.754.504003 = $57,000.00.
2051.41.4109.7046.0000.754.504002 = $20,000.00.
ATTACHMENTS:

1 - Staff Report
2 - CONTRACT WITH TERRY MARXEN CHEVROLET - 12/17/2018
3 - TERRY MARXEN REVISED INSURANCE - 12/18/2018
This THIRD AMENDMENT (hereinafter this “Amendment”) is made this ___ day of __________, 201__.

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with offices at 219 E. Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “County”) 

AND

TERRY MARXEN CHEVROLET CADILLAC, INC., an Arizona corporation, located at 1118 West Highway 66, Flagstaff, Arizona 86001, (hereinafter the “Independent Contractor”)

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing the 1st day of February, 2016, for the Independent Contractor to provide vehicle collision and body repairs, (hereinafter the “Agreement”); and

B. The Agreement could be renewed for an additional one-year period for no more than four (4) additional years, pursuant to Section III of the Agreement; and

C. The Agreement was modified by the First Amendment and Second Amendment that renewed the Agreement for one year and modified the amount of compensation; and

D. The parties wish to renew the Agreement for a one-year period and amend the amount of compensation to be paid to the Independent Contractor as set forth below:

THEREFORE, in consideration of their mutual promises in the Agreement and this Amendment, the County and the Independent Contractor agree as follows:

1. The Agreement is renewed for the period from the 1st day of February, 2019 through the 31st day of January, 2020.

2. Section 2 of the Second Amendment is deleted and replaced with the prices below, which reflect a 2.3% increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the term of this Amendment:

   a. Body labor, per hour: $37.66 + 2.3% = $38.53
   b. Paint labor, per hour: $37.66 + 2.3% = $38.53
   c. Mechanical labor, per hour: $70.59 + 2.3% = $72.21
d. Frame labor, per hour: $47.06 + 2.3% = $48.14

e. Paint materials, per unit: $30.83 + 2.3% = $31.54

f. Hazardous materials, per vehicle: $3.54 + 2.3% = $3.62

g. New OEM Parts discount: 25%

3. Terms and conditions of the original Agreement, First Amendment and Second Amendment that have not been amended by this Third Amendment shall remain in full force and effect.

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

COCONINO COUNTY

Art Babbott, Chairman
Board of Supervisors

TERRY MARXEN
CHEVROLET CADILLAC, INC.

Mark Harris
President

STATE OF ARIZONA
County of Coconino

Lindsay Daley
Clerk of the Board

SUBSCRIBED and sworn to before me by Mark Harris as President of Terry Marxen Chevrolet Cadillac, Inc. on this 28 day of November, 2018.

APPROVED AS TO FORM:

Deputy County Attorney

Jen Marcelle Connell
Notary Public
This SECOND AMENDMENT (hereinafter this “Amendment”) is made this 9th
day of January, 2019.

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with offices
at 219 E. Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “County”)

AND

TERRY MARXEN CHEVROLET CADILLAC, INC., an Arizona corporation,
located at 1118 West Highway 66, Flagstaff, Arizona 86001, (hereinafter the
“Independent Contractor”)

WHEREAS:

A. The County and the Independent Contractor entered into an agreement
commencing the 1st day of February, 2016, for the Independent Contractor
to provide vehicle collision and body repairs, (hereinafter the
“Agreement”); and

B. The Agreement could be renewed for an additional one-year period for no
more than four (4) additional years, pursuant to Section III of the
Agreement; and

C. The County and the Independent Contractor have operated pursuant to
the Agreement since it was made; and

D. The parties wish to renew the Agreement for a one-year period and
amend the amount of compensation to be paid to the Independent
Contractor as set forth below:

THEREFORE, in consideration of their mutual promises in the Agreement and
this Amendment, the County and the Independent Contractor agree as follows:

1. The Agreement is renewed for the period from the 1st day of February,
2018 through the 31st day of January, 2019.

2. Section 2 of the First Amendment is deleted and replaced with the prices
below, which reflect a 2.2% increase in the Consumer Price Index for All
Urban Consumers (CPI-U) for the term of this Amendment:

a. Body labor, per hour: $36.85 + 2.2% = $37.66
b. Paint labor, per hour: $36.85 + 2.2% = $37.66
c. Mechanical labor, per hour: $69.07 + 2.2% = $70.59
d. Frame labor, per hour: $46.05 + 2.2% = $47.06
e. Paint materials, per unit: $30.17 + 2.2% = $30.83
f. Hazardous materials, per vehicle: $3.46 + 2.2% = $3.54
g. New OEM Parts discount: 25%

3. Terms and conditions of the original Agreement and First Amendment that have not been amended by this Second Amendment shall remain in full force and effect.

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

COCONINO COUNTY

[Signature]
Matt Ryan, Chairman
Board of Supervisors

TERRY MARXEN
CHEVROLET CADILLAC, INC.

[Signature]
Mark Harris
President

ATTEST:

[Signature]
Wendy Escoffier
Clerk of the Board

STATE OF ARIZONA
County of Coconino

SUBSCRIBED and sworn to before me by Mark Harris as President of Terry Marxen Chevrolet Cadillac, Inc. on this 10 day of November, 2017.

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

Notary Public
This FIRST AMENDMENT (hereinafter this “Amendment”) is made this 24th day of January, 2017.

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with offices at 219 E. Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “County”)

AND

TERRY MARXEN CHEVROLET CADILLAC, INC., an Arizona corporation, located at 1118 West Highway 66, Flagstaff, Arizona 86001, (hereinafter the “Independent Contractor”)

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing the 1st day of February, 2016, for the Independent Contractor to provide vehicle collision and body repairs, (hereinafter the “Agreement”); and

B. The Agreement could be renewed for an additional one-year period for no more than four (4) additional years, pursuant to Section III of the Agreement; and

C. The County and the Independent Contractor have operated pursuant to the Agreement since it was made; and

D. The parties wish to renew the Agreement for a one-year period and amend the amount of compensation to be paid to the Independent Contractor and make certain amendments as set forth below:

THEREFORE, in consideration of their mutual promises in the Agreement and this Amendment, the County and the Independent Contractor agree as follows:

1. The Agreement is renewed for the period from the 1st day of February, 2017 through the 31st day of January, 2018.

2. Section II of the original Agreement is deleted and replaced with the prices below, which reflect a 1.5% increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the term of this Amendment:

   a. Body labor, per hour: $36.30 + 1.5% = $36.85
   b. Paint labor, per hour: $36.30 + 1.5% = $36.85
   c. Mechanical labor, per hour: $68.05 + 1.5% = $69.07
   d. Frame labor, per hour: $45.37 + 1.5% = $46.05
e. Paint materials, per unit: $29.72 + 1.5% = $30.17
f. Hazardous materials, per vehicle: $3.41 + 1.5% = $3.46
g. New OEM Parts discount: 25%

3. Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

4. Terms and conditions of the original Agreement that have not been amended by this First Amendment shall remain in force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

COCONINO COUNTY BOARD
Of SUPERVISORS

TERRY MARXEN
CHEVROLET CADILLAC, INC.

Elizabeth C. Archuleta, Chair

Mark Harris
Vice-President

ATTEST:

Wendy Escoffier
Clerk of the Board

STATE OF ARIZONA )
County of Coconino )

SUBSCRIBED and sworn to before me by Mark Harris as Vice President of Terry Marxen Chevrolet Cadillac, Inc. on this 9 day of November, 2016.

Joy Marcelle Connell
Notary Public
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this 12th day of January, 2016,

BETWEEN

TERRY MARXEN CHEVROLET CADILLAC, INC., an Arizona corporation, located at 1118
West Highway 66, Flagstaff, Arizona 86001, (hereinafter the “Independent Contractor”),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry
Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

A. The County has a need to obtain the services of an Independent Contractor to provide
vehicle collision and body repairs, (hereinafter the “Service”); and

B. The County has issued a Request for Proposal RFP 2016-102 “Vehicle Collision and Body
Repair” in order to obtain the Service; and

C. The Independent Contractor has submitted a successful proposal; and

D. The County desires to contract with the Independent Contractor to provide the Services;
and

E. The Independent Contractor is ready, willing and able to provide the Services on the terms
and conditions set out herein.

THEREFORE, in consideration of their mutual promises set out herein, the Independent
Contractor and the County agree as follows:

I. Scope of Work

A. PURPOSE: The Independent Contractor shall furnish all labor, equipment and
supervision to provide passenger car and light truck body repairs and collision
repairs. All jobs will be fully cost-estimated with start and completion dates and
written in a clear, legible form to include labor and an itemized listing of
replacement repair parts showing retail list price of each part less Independent
Contractor's discount percentage.

B. All estimates shall be complete and include all parts and charges with exception of
"hidden" damage, which may not be obvious until repairs are initiated.
1. All estimates shall be completed and submitted for review by e-mail within twenty-four (24) hours of drop-off of the vehicle.

2. No repairs shall be initiated until the County’s Fleet Manager or designee reviews the estimate and approves by return e-mail. A vehicle may be withdrawn at this point at the sole discretion of the County.

3. In no instance shall any repairs costing above the original estimate be performed without first notifying the Fleet Manager or designee and providing a supplemental estimate indicating additional parts and labor charges.

4. The County shall reserve the right to verify, through independent appraisal, to determine if the repair estimate is complete and reasonable.

5. The Independent Contractor shall notify the County when repair costs reach or exceed 80% of the vehicle value according to Kelley Blue Book.

C. The County will be responsible for delivering and retrieving vehicles to and from the Independent Contractor’s premises for repair purposes.

D. The completion time for repairs will depend on the extent of the damage:

1. Jobs costing under $500 shall be completed within five (5) working days.

2. Jobs costing from $501 to $2,000 shall be completed within ten (10) working days.

3. Jobs over $2,000 but less than $8,000 shall be completed within fifteen (15) working days.

4. Jobs over $8,000 shall be completed within thirty (30) working days.

5. Repeated failure by the Independent Contractor to complete jobs within the agreed time frame shall be just cause for contract termination.

E. At its option, the County may supply any tires required for a vehicle repair.

F. All replacement repair parts used shall be NEW OEM Manufactured. The use of aftermarket or used parts is not acceptable unless approved by the Fleet Manager or designee, in writing.

G. All repairs shall be made to OEM Standards.

H. Periodically during the Contract term, replacement repair parts invoiced may be audited for compliance to the above terms, conditions and specifications.
I. The Independent Contractor shall notify and receive approval from the Fleet Manager or designee before sub-contracting any portion of the work described in this Agreement.

J. Independent Contractor shall provide pictures of each vehicle prior to any repairs being made, and submitted with the final invoice.

K. The Independent Contractor shall provide, upon request by the County, a Manufacturer’s Report that confirms all monitoring systems pass self-test and are operational.

L. The Independent Contractor shall have a complete body shop meeting the following requirements:

1. Paint booth.

2. Automotive frame straightening machine and front end alignment machine with qualified operator on site.

3. A secure locked fenced storage area for all County vehicles, which must meet County approval.

4. Ability to install body wraps or full body decals.

M. The Independent Contractor shall wash each vehicle before returning to the County following completion of repairs.

N. The following performance penalties shall be required:

1. Vehicle repairs that exceed the time stated in Section D will be assessed a penalty of $50.00 per day.

2. Vehicles that are returned to the Independent Contractor for incomplete or sub-standard quality will be assessed a penalty of $50.00 per day beginning on day of return.

II. Compensation

The compensation to be paid by the County for the work performed by the Independent Contractor under Section I above, shall be based on the fee schedule provided in Exhibit “A”. The payment terms will be net thirty (30) days.

III. Term of Agreement

The effective term of this Agreement is for one (1) year from February 1, 2016 through

The County reserves the option to extend this agreement for an additional one year period for no more than four (4) additional years. Any change in the fee schedule at the time of renewal will be based on the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) over the previous year, or 3%, whichever is the lesser amount.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contractor shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

   General Aggregate: $2,000,000
   Products/Completed Operations Aggregate: $2,000,000
   Personal and Advertising Injury: $1,000,000
   Fire Legal Liability: $50,000
   Each Occurrence: $1,000,000

ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and/or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, person and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. **Indemnification**

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers’ Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or
obligations. The Independent Contractor’s obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. **Independent Contractor’s Status**

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers’ compensation insurance required by law.

B. The Independent Contractor will operate as an independent entity and none of the employees of the Independent Contractor are to be considered employees of Coconino County. Independent Contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the Independent Contractor shall determine his/her necessary hours of work. The Independent Contractor shall provide whatever tools, equipment, vehicles, and supplies the Independent Contractor may determine to be necessary in performance of services hereunder. The Independent Contractor may establish offices in such locations within or outside Arizona, as the Independent Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Independent Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. **Force Majeure**

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.
IX. **Immigration and Scrutinized Business**

Pursuant to A.R.S. 44-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (A) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.

C. False certifications may result in the termination of this contract.

X. **Non-Apportionment of Funds.**

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XI. **Amendment and Entirety of Contract**

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XII. **Records**

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the
expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request the Independent Contractor will produce a legible copy of any or all Records.

XIII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County’s Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XV. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVI. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. §38-511.

XVII. Non-discrimination

The Independent Contractor will comply with the State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVIII. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.

XIX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.
XX. **Severability**

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXI. **Authority**

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

**TERRY MARXEN CHEVROLET CADILLAC, INC.**

[Signature]

Mark Harris
Vice President

**COCONINO COUNTY BOARD OF SUPERVISORS**

[Signature]

Art Babbott
Chairman

ACKNOWLEDGED before me by Mark Harris as Vice President of and for Terry Marxen Chevrolet Cadillac, Inc. on this 3rd day of December, 2015

[Signature]

Wendy Escoffier
Clerk of the Board

APPROVED AS TO FORM:

[Signature]

Deputy County Attorney

[Notary Public Seal]
### Exhibit “A”

<table>
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<tr>
<th>Col 1 No.</th>
<th>Description</th>
<th>Col. 3 Unit Price</th>
<th>Col. 4 Quantity (Per Year)</th>
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<td>1</td>
<td>Body Labor (per hour)</td>
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<td>Paint Labor (per hour)</td>
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<td>Mechanical Labor (per hour)</td>
<td>68.05</td>
<td>36</td>
<td>2,449.80</td>
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<td>4</td>
<td>Frame Labor (per hour)</td>
<td>45.37</td>
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<td>816.66</td>
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<td>Paint Materials (per unit)</td>
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| Subtotal | 48,046.21 |

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<th>Description</th>
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<td>OEM Parts (dollars per year)</td>
<td>$38,000</td>
<td>25%</td>
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TOTAL (Add Line 7 & 9) 76,546.21
# CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**
TrueRisk Advisors  
13455 Noel Road, Suite 2100  
Dallas, TX 75240

**INSURED**
TERRY MARXEN CHEVROLET CADILLAC  
1118 West Hwy 66  
Flagstaff, AZ 86001

**CONTACT**
NAME:  
PHONE: (855) 955-2718  
FAX:  
ADDRESS: info@trueriskadvisors.com  
NAIC #: 16624

**COVERAGES**

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>IADDL SUBR INSR.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
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<td>6203-0815-00</td>
<td>7/1/2018</td>
<td>7/1/2019</td>
<td>$1,000,000</td>
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<table>
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<th>TYPE OF INSURANCE</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
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<td>89690G180ALI</td>
<td>7/1/2018</td>
<td>7/1/2019</td>
<td>$5,000,000</td>
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</table>

**COVERAGE DESCRIPTION**

- **Commercial General Liability**
  - Each Occurrence: $1,000,000
  - Damage to Rented Premises (Due to Occurrence): $5,000
  - Medical Expenses: (Any one person): $5,000
  - Personal & Adv Injury: $1,000,000
  - General Aggregate: $3,000,000
  - Products - Commodity: $1,000,000
  - Garage: $1,000,000

- **Automobile Liability**
  - Combined Single Limit (Each Accident): $1,000,000
  - Bodily Injury: (Per Person): $5,000,000
  - Property Damage: (Per Accident): $5,000,000

- **Workers Compensation**
  - **Not Applicable**

- **Garagekeepers Insurance**
  - Each Occurrence: $1,000,000

**CERTIFICATE HOLDER**
Coconino County Public Works  
5600 E. Commerce Ave.  
Flagstaff, AZ 86004

**CANCELLATION**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

[Signature]

---

1/8/2019 Page 20 of 22
11. | 01/08/2019 | Public Works | Renew Contract with Terry Marxen Chevrolet for collision and body repairs.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

COCONINO COUNTY (ARIZONA)
5600 EAST COMMERCE AVENUE
FLAGSTAFF AZ 86004

MINIMUM CHARGE PREMIUM: $150

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 01/01/2018 Policy No.: WC0226-18 Endorsement No. 11:

Insured: TERRY MARXEN CHEVROLET CADILLAC INC.

Premium:

Insurance Company: Countersigned by:

Trans City Casualty Insurance Company

© 1983 National Council on Compensation Insurance
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Risha VanderWey, Coconino County Superintendent of Schools

SUBJECT: Approve the acceptance of an Arizona Arts Commission grant award to the Coconino County Superintendent of Schools in the amount of $2,500.00, corresponding budget adjustment, and an MOU with the Flagstaff Symphony Orchestra to provide music education services in the Carnegie Hall Link Up program to the schools of Coconino County. Superintendent of Schools

RECOMMENDED MOTION:

Approve the acceptance of an Arizona Arts Commission grant award to the Coconino County Superintendent of Schools in the amount of $2,500.00 and corresponding budget adjustment, to contract with the Flagstaff Symphony Orchestra to provide music education services in the Carnegie Hall Link Up program to the schools of Coconino County and, approve an MOU with Flagstaff Symphony Orchestra.

BACKGROUND:

The Arizona Commission on the Arts has awarded a $2,500.00 grant to the CCESA to support the Link Up Program in Fiscal Year 2019. As part of the Program, third through fifth grade students attending Coconino County schools and Flagstaff schools will join together to explore music through curriculum of classroom activities. The purpose of the program is to unite the classroom with the concert hall. The program will culminate with a concert in which Coconino County and Flagstaff students will perform with a professional orchestra. The interactive concert will be offered three times on the morning of March 8, 2019 in order to accommodate 3,600 students at Ardrey Hall located at Northern Arizona University in Flagstaff.

As part of the Program, students in twenty-one participating schools will learn to read, sing, and play as well as compose music. The Flagstaff Symphony Orchestra has agreed to be the artistic partner providing local educational and musical services that will connect Coconino County students and teachers with a national music education program created by Carnegie Hall. The Program receives the support of Carnegie Hall through free printed student materials and teacher training resources for the concert, called The Orchestra Rocks. As the artistic partner, the Flagstaff Symphony Orchestra, will provide teacher training, classroom support, and logistic and artistic planning for the Program. Additional free materials give teachers options to extend and enrich the basic Link Up curriculum.
ALTERNATIVES:

The alternative is to not provide Arts Education in Coconino County.

FISCAL IMPACT:

No known impact is anticipated to the County since all activities are grant funded.

ATTACHMENTS:

1 - Staff Report - 1/2/2019
2 - Supporting Document - AGREEMENT WITH ARTS - 12/11/2018
3 - Supporting Document - MOU WITH FSO - 12/11/2018
4 - Supporting Document - FSO LIABILITY - 12/11/2018
5 - Supporting Document - FSO WORK COMP - 12/11/2018
6 - Supporting Document - FSO BUDGET - 12/11/2018
Arts Learning Collaboration Grant Award Agreement

Coconino County Superintendent of Schools (grantee) has been awarded a grant by the Arizona Commission on the Arts for the following programming which is to take place between July 1, 2018 and June 30, 2019.

Coconino County Superintendent of Schools
Mary L. Nebel
Street: 2384 N. Steves Boulevard
City: Flagstaff
State: AZ
Zip: 86004

ALC GRANT ID: 11280801
Maximum Award up to: $2500.00
Grant Cycle: Cycle B

By signing this Arts Learning Collaboration Grant Award Agreement, the grantee certifies that they will:

- Comply with all terms and conditions outlined herein and in the document titled "General Grant Conditions."

- Complete and return this Award Agreement and associated State W9 Form, signed and dated by an authorizing official, by Monday, January 14th, 2019.

- Complete Payment Form no later than Monday, May 13, 2019. Information about this Form will be sent via email to the Submitter's email address.


- Keep record of and maintain contact information for your application in Submittable.

- Request in writing any changes in project format, scope, expenditures, or personnel. Proposed changes must be approved by the Arts Commission prior to the expenditure of grant award funds. To request changes, contact Anastasia Freyermuth, Arts Learning and Evaluation Coordinator, (602) 771-6529, afreyermuth@azarts.gov.

- Credit (with logos and credit lines) the funders of the awarded grant per instructions outlined in the document titled "Arizona Commission on the Arts Grant Credit and Publicity."

- Build public value for the arts in Arizona by communicating the impact of your grant award to Arizona State Legislators and the Governor-appointed Commissioners of the Arizona Commission on the Arts.

- Assume sole responsibility for meeting all grant-related deadlines. All grant-related materials must be received by the Arizona Commission on the Arts by close of the business day on the deadline date. Without exception, organizations that neglect to submit required materials by the published deadlines will forfeit their grant award and/or be ineligible for future funding.

This grant is made subject to the availability of funds from the National Endowment for the Arts and the State of Arizona. If at any time during the fiscal year the Arizona Commission on the Arts' overall funding is reduced for any reason, this grant may be reduced, canceled, and/or paid out in installments.
The Arizona Commission on the Arts requires the organization receiving the grant funds to complete and submit a state substitute W9 form. Select one of the options below:

- We, the grantee organization, will receive the awarded grant funds directly. We have completed the W9 form found on the next page of this packet.

- Another organization/institution will receive the awarded grant funds on our behalf. Please send the W9 form to the following email address:

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<thead>
<tr>
<th>Taxpayer Identification Number (FEIN)</th>
</tr>
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<tbody>
<tr>
<td>86-6000441</td>
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</table>

<table>
<thead>
<tr>
<th>Print Name/Title of Authorizing Official</th>
<th>Authorizing Official Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl Mango-Paget</td>
<td>Cheryl Mango-Paget (Dec 5, 2018)</td>
<td>Dec 5, 2018</td>
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</table>

<table>
<thead>
<tr>
<th>Print Name/Title of Grantor Authorizing Official</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Jaime Dempsey, Executive Director</td>
<td>08/20/2018</td>
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After you submit this Award Agreement, you will be given the option to download a copy for your reference.

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<tr>
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<tbody>
<tr>
<td>Corrected City</td>
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<tr>
<td>Corrected State</td>
</tr>
<tr>
<td>Corrected Zip Code</td>
</tr>
<tr>
<td>Corrected Organization Name</td>
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</tbody>
</table>
Memorandum of Understanding
between the
Coconino County Superintendent of Schools, CCESA
and
Flagstaff Symphony Orchestra
Regarding the Carnegie Hall Link Up Education Program
in Coconino County, Arizona
FY 2019

Background:

The Coconino County Superintendent of Schools, CCESA, joins with the Flagstaff Symphony Orchestra in providing Carnegie Hall’s Weill Music Education Institute Link Up program to the greater Flagstaff area. The Arizona Commission on the Arts has awarded $2,500.00 to the CCESA to support the project. The Flagstaff Symphony Orchestra provides all logistic, musical, and local programming services. The CCESA, pursuant to its authority granted by A.R.S. § 15-302(B), is the fiscal agent for the Arizona Commission on the Arts award and will receive a single, itemized invoice at the completion of the program in the spring of 2019.

About Link Up

Students in grades 3-5 from Coconino County schools will join Flagstaff students to explore music through curriculum of classroom activities and a culminating concert in which students perform with a professional orchestra. The Flagstaff Symphony Orchestra is the artistic partner providing local educational and musical services which connects county students and teachers to a national music education program created by Carnegie Hall to unite the classroom with the concert hall. The program receives the free support of Carnegie Hall in individual printed student materials and teacher training resources for the concert, called The Orchestra Rocks. The program significantly enhances classroom music education. Students in twenty-one participating schools learn to read, sing and play as well as compose music. Additional free materials give teachers options to extend and enrich the basic Link Up curriculum. As the artistic partner, the Flagstaff Symphony Orchestra has provided teacher training, classroom support and logistic and artistic planning for the project. The interactive concert will be offered three times on the morning of March 5, 2019 in order to accommodate 3600 students at Ardrey Hall, Northern Arizona University. All of these efforts will increase student access to and engagement with music and arts learning.

The Flagstaff Symphony Orchestra provides the following:

- Teacher training workshops using Carnegie Hall provided classroom resources
- Logistic support for classroom attendance
- Musical instruments (recorders) for classrooms in schools where these are not available
- Musical planning for the concert to include: hall rental, full orchestra, musical and lighting presentation, conductor, soloists, and master of ceremonies.
- Participating schools provide transportation, with limited support for outlying transportation to some schools, provided by the Arizona Commission grant.
- Program administration, evaluation and reporting to funders and Carnegie Hall
- Completion and submission of expenditure reports to the Coconino County ESA. Reports will be submitted using the Coconino County ESA Arizona Commission of the Arts Grant expenditure worksheet.
Coconino County Superintendent of Schools will be responsible for acting as the fiscal agent. CCESA agrees to pay the Flagstaff Symphony Orchestra the full award amount of $2,500.00 upon successful completion of the above services.

Indemnification & Insurance:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Coconino County shall indemnify, defend, and hold harmless the Flagstaff Symphony Orchestra against any actions, claims or damages arising out of Coconino County’s negligence in connection with this agreement, and the Flagstaff Symphony Orchestra shall indemnify, defend, and hold harmless Coconino County against any actions, claims, or damages arising out of Flagstaff Symphony Orchestra’s negligence in connection with this agreement. Each party shall carry General Liability and State required Workers’ Compensation Insurance with Employer’s Liability and furnish the other party with proof of same adding the other party to their General Liability insurance as additional insured and granting a waiver of liability to the other party on their workers’ compensation insurance.

Signatures of Authorized Representatives

Cheryl Mango-Paget, Associate Superintendent

Coconino County Superintendent of Schools

Cheryl Osenfort, Executive Director

Flagstaff Symphony Association

12/10/18

Date

Dec. 10, 2018

Date
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Mahoney Group - Tucson
5330 N. La Cholla Blvd
Tucson, AZ 85741

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INSURED
Flagstaff Symphony Assoc., Inc
Cindy Gould
P.O. Box 122
Flagstaff, AZ 86002

INSURER A: CENTRAL MUTUAL INSURANCE CO.

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
<th>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>$1,000,000</td>
<td>For Coconino County Education Services Agency’s (CCESA) work with the Flagstaff Symphony Orchestra with the Carnegie Hall Weill Music Education Institute Link Up Program to connect Coconino County students and teachers with the Flagstaff Symphony Orchestra at their individual school sites, culminating with three student performances with the Flagstaff Symphony Orchestra at NAU on March 5th, 2019. Coconino County is additional insured with waiver of subrogation per attached forms #8-1889 0714.</td>
</tr>
</tbody>
</table>

NOTE: The policy limits listed in the table above are subject to the terms and conditions of the policy and may be reduced by paid claims. The certificate holder should verify the policy limits with the issuing insurer(s).

CERTIFICATE HOLDER
Coconino County
420 N. San Francisco St
Flagstaff, AZ 86001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
VOLUNTARY PROPERTY DAMAGE
NON-OWNED WATERSHIFT AND NON-OWNED AIRCRAFT LIABILITY
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
AGGREGATE LIMITS OF INSURANCE AMENDMENT
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
LOST KEY COVERAGE
PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the
“coverage territory”; and
3) The act, error or omission occurs during the policy period.

2. Exclusions
This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act
Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury
“Bodily injury,” “property damage” or “personal and advertising injury.”

c. Failure To Perform A Contract
Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program.”

e. Inadequacy Of Performance Of Investment/Advice Given To Participate
Any “claim” or “suit” based upon:
1) Failure of any investment to perform;
2) Errors in providing information on past performance of investment vehicles; or
3) Advice given to any person to participate or not to participate in any plan included in the “employee benefit program.”

f. Workers Compensation And Similar Laws
Damages arising out of any “claim” related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA
Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits
Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties
1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B
For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages A and B apply except for Paragraphs 1.b. and 2.

SECTION II - WHO IS AN INSURED, Paragraphs 2. and 3. are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your “employees” who is or was authorized to administer your “employee benefit program.”

b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
   b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
   a) Insureds;
   b) “Claims” made or “suits” brought;
   c) Persons or organizations making “claims” or bringing “suits”;
   d) Acts, error or omissions which result in loss; or
   e) Benefits included in your “employee benefit program.”

2) $2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the “administration” of your “employee benefit program.”

3) Subject to the above Limit, $1,000,000 is the most we will pay for all damages sustained by any one “employee,” including damages sustained by such “employee’s” dependents and beneficiaries, as a result of:
   a) An act, error or omission; or
   b) A series of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program.”

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program.”

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible
   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $1,000. The limits of insurance shall not be reduced by the amount of this deductible.
   b. The deductible amount applies to all damages sustained by any one “employee,” including such “employee’s” dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
   c. The terms of this insurance, including those with respect to:
      1) Our right and duty to defend any “suits” seeking those damages; and
      2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, “claim” or “suit”
   apply irrespective of the application of the deductible amount.
   d. We may pay any part or all of the deductible amount to effect settlement of any “claim” or
“suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs 2. and 4. are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, “Claim” Or “Suit”
   a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim.” To the extent possible, notice should include:
      1) What the act, error or omission was and when it occurred; and
      2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
   b. If a “claim” is made or “suit” is brought against any insured, you must:
      1) Immediately record the specifics of the “claims” or “suit” and the date received; and
      2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.

   c. You and any other involved insured must:
      1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
      2) Authorize us to obtain records and other information;
      3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and
      4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

   d. No insured will, except at the insured’s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance
   If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

   a. Primary Insurance
      This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

   b. Excess Insurance
      Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

      When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we may undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

      When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
      1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
      2) The total of all deductible and self-insured amounts under all that other insurance.

      We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

   c. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. “Administration” means:
   a. Providing information to “employees,” including their dependents and beneficiaries, with respect to eligibility for or scope of “employee benefit programs”;
   b. Handling records in connection with the “employee benefit program”; or
   c. Effecting, continuing or terminating any “employee’s” participation in any benefit included in the “employee benefit program.”
   However, “administration” does not include handling payroll deductions.

2. “Cafeteria plans” means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. “Claim” means any demand, or “suit,” made by an “employee” or an “employee’s” dependents and beneficiaries, for damages as the result of an act, error or omission.

4. “Employee benefit program” means a program providing some or all of the following benefits to "employees," whether provided through a “cafeteria plan” or otherwise.
   a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to those “employees” who satisfy the plan’s eligibility requirements;
   b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to all “employees” who are eligible for such benefits;
   c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
   d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and "suit" is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or
organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to 2.b. below, a person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. “Bodily injury” or “property damage” occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion b. does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such
person or organization be added as an additional insured on your policy, but only with respect to
liability arising out of the ownership, maintenance or use of that part of the premises leased to you
and subject to the following additional exclusions:

This insurance does not apply to:

a. Any “occurrence” which takes place after you cease to be a tenant in that premises.
b. Structural alterations, new construction or demolition operations performed by or on behalf of the
additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and
b. will not be broader than that which you are required by the contract or agreement to provide for
such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the
contract or agreement you have entered into with the additional insured or the amount of insurance
available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement,
whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of
Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to
Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or
organization from whom you lease equipment when you and such person or organization have agreed
in writing in a contract or agreement that such person or organization be added as an additional
insured on your policy. Such person or organization is an insured only with respect to liability for
“bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by
your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and
b. will not be broader than that which you are required by the contract or agreement to provide for
such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when their
contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to
any “occurrence” which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the
contract or agreement you have entered into with the additional insured or the amount of insurance
available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement,
whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of
Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits
Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization
(referred to below as vendor) when you and such person or organization have agreed in writing in a
contract or agreement that such person or organization be added as an additional insured on your
policy, but only with respect to “bodily injury” or “property damage” arising out of “your products’
shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the
regular course of the vendor’s business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and
b. will not be broader than that which you are required by the contract or agreement to provide for
such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
a. “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs d. or f.; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

“Employee” also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to “personal injury and advertising injury” arising out of an offense committed before you acquired or formed the organization.

I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

J. Voluntary Property Damage

1. We will pay, at your request, for loss due to “Property Damage” to property of others caused by you, or while in your possession, arising out of your business operations.

2. “Loss” means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for “loss” under the Voluntary Property Damage is $2,500 for each “occurrence.” The most we will pay for the sum of all damages because of “Property Damage” is an annual policy aggregate limit of $25,000.

4. Deductible - We will not pay for “loss” in any one “occurrence” until the amount of “loss” exceeds $250.

   We may pay any part or all of the deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

   a. To “loss” of property at premises owned, rented, leased, operated, or used by you;

   b. To “loss” of property while in transit;

   c. To “loss” of property owned by, rented to, leased to, borrowed by or used by you;

   d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the “Property Damage” is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

   e. To “loss” of property included within the “Products/Completed Operations Hazard”;

   f. To “loss” of property which is an “auto” or “mobile equipment.”

   g. To “loss” of property caused by “pollutants.”

6. In the event of “loss” covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.
K. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

2. “Bodily injury” or “property damage”, arising out of the ownership, maintenance, use or
entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or
loaned to any insured. Use includes operation and “loading or unloading.” This exclusion applies
even if the claims against any insured allege negligence or other wrongdoing in the supervision,
hiring, employment, training or monitoring of others by that insured, if the “occurrence” which
caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or
entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented
or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;
2) A watercraft you do not own that is:
   a) Less than 60 feet long; and
   b) Not being used to carry persons or property for a charge;
3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto”
is not owned by or rented or loaned to you or the insured;
4) Liability assumed under any “insured contract” for the ownership, maintenance or use of
   aircraft or watercraft; or
5) “Bodily injury” or “property damage”, arising out of:
   a) The operation of machinery or equipment that is attached to, or part of, a land vehicle
      that would qualify under the definition of “mobile equipment” if it were not subject to a
      compulsory or financial responsibility law or other motor vehicle insurance law where it
      is licensed or principally garaged; or
   b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of
      the definition of “mobile equipment.”
6) An aircraft you do not own provided it is not operated by any insured.

L. Fire, Sprinkler Leakage Or Explosion

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:
   a. The last paragraph of 2. Exclusions under A. Bodily Injury and Property Damage Liability
      is replaced by the following:
      Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to
      premises while rented to you or temporarily occupied by you with permission of the owner.
      A separate limit of insurance applies to this coverage as described in Section III - Limits of
      Insurance.
      But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all
      damage proximately caused by the same event, whether such damage results from fire, sprinkler
      leakage or explosion or any combination of the three.
   b. Section III - Limits of Insurance is amended to replace paragraph 6. with the following:
      6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we
      will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages
      because of “property damage” to any one premises, while rented to you, or in the case of
      damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied
      by you with permission of the owner.
      But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused
      by the same event whether such damage results from fire, sprinkler leakage or explosion or any
      combination of the three.

2. The Damage to Premises Rented To You Limit is $300,000 unless a higher limit is shown on the
   declaration or change endorsement.
3. Paragraph 4.b. of the Other Insurance is amended as follows:
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"

4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

M. Pollution Coverage For Upset Of Mobile Equipment
The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS
   a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES,
      COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:
      f. Pollution
         Any loss, cost or expense arising out of any:
         1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
         2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
         3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)
The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O. Supplementary Payments - Higher Limits
Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
   Paragraph 1.b. is replaced by the following:
   Up to $2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

   Paragraph 1.d. is replaced by the following:
   All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $400 a day because of time off from work.

P. Reasonable Force Expansion - Property Damage
Exclusion 2.a. of Coverage A is replaced with the following:
   a. Expected Or Intended Injury
      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This
exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

Q. Lost Key Coverage

1. SECTION I - COVERSAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion 2.j.4) Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item 2.a.2)(b):

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

R. Personal and Advertising Injury Definition

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:

LIBERALIZATION

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 04/01/2018 at 12:01 AM standard time, forms a part of

Policy No. EIG 1074540 10 Of the EMPLOYERS COMPENSATION INS. CO
Carrier Code 41394

Issued to FLAGSTAFF SYMPHONY ASSOC INC

Premium $3,547

Countersigned at ______________________ on ____________ By: __________________________

Authorized Representative

WC 00 03 13
(Ed. 4-84)
# Certificate of Liability Insurance

**Certificate Number:** REVISION NUMBER: 

**Coverages:**

- **Commercial General Liability**
  - Claims-Made
  - Occur
- **Automobile Liability**
  - Any Auto Owned
  - Scheduled Autos
  - Non-Owned Autos
- **Umbrella Liability**
  - Occur
  - Claims-Made
- **Excess Liability**
  - Occur

**Limit:**

- Each Occurrence
- Damage to Rented Premises (Per occurrence)
- Med Exp (Any one person)
- Personal & Adv Injury
- General Aggregate
- Products - Comp/Op Aggregate
- Combined Single Limit (Per accident)
- Bodily Injury (Per person)
- Bodily Injury (Per accident)
- Property Damage (Per accident)
- General Aggregate
- Aggregate

**Date (MM/DD/YYYY):** 04/01/2018

**Description of Operations / Locations / Vehicles:**

- For Coconino County Education Services Agency’s (CCESA) work with the Flagstaff Symphony Orchestra with the Carnegie Hall Weill Music Education Institute Link Up Program to connect Coconino County students and teachers with the Flagstaff Symphony Orchestra at their individual school sites, and culminating with three student performances with the Flagstaff Symphony Orchestra at NAU on March 5th, 2019.

**Waiver of Subrogation:**

- Per attached forms #WC000313 4-84.

**Certificate Holder:**

Coconino County
420 N. San Francisco St
Flagstaff, AZ 86001

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Wendell K. Snellman

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**In Case of Loss:**

- The ACORD name and logo are registered marks of ACORD 1988-2015 ACORD CORPORATION. All rights reserved.

**Important:**

- If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
- If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**

The Mahoney Group - Tucson
5330 N. La Cholla Blvd
Tucson, AZ 85741

**Contact:**

Michele Engelbretson
(520) 795-8542
mengelbretson@mahoneygroup.com

**Insured:**

Flagstaff Symphony Assoc., Inc
Cindy Gould
P.O. Box 122
Flagstaff, AZ 86002

**Insurers:**

- Insurer A: Employers Compensation

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Re: For Coconino County Education Services Agency’s (CCESA) work with the Flagstaff Symphony Orchestra with the Carnegie Hall Weill Music Education Institute Link Up Program to connect Coconino County students and teachers with the Flagstaff Symphony Orchestra at their individual school sites, and culminating with three student performances with the Flagstaff Symphony Orchestra at NAU on March 5th, 2019.

**Flag of Sym-01**

© 1988-2015 ACORD CORPORATION. All rights reserved.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 04/01/2018 at 12:01 AM standard time, forms a part of
Policy No. EIG 1074540 10 Of the EMPLOYERS COMPENSATION INS. CO
Carrier Code 41394

Issued to FLAGSTAFF SYMPHONY ASSOC INC
Premium $3,547
Countersigned at ______________________ on ____________ By: _____________________________
Authorized Representative

WC 00 03 13
(Ed. 4-84)
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<td>Music rental and PD supplies</td>
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<td>Music teacher stipends for Professional Development</td>
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<td>Ardrey Auditorium rental and staff for 1 rehearsal</td>
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<td>10 Sound and video</td>
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**TOTAL PROJECT EXPENSES** 25000.00
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Approve an Agreement with Buffalo Fence & Barn Company, Inc., for on-call fencing services to the County Flood Control District for projects up to $100,000.00.

RECOMMENDED MOTION:

Approve an Agreement with Buffalo Fence & Barn Company, Inc., for on-call fencing services to the County Flood Control District for projects up to $100,000.00.

BACKGROUND:

On January 8th, 2019 the Board will be awarding RFQ 2019-104 to two firms to provide on-call fencing services to the County on an as-needed basis. Buffalo Fence & Barn Company, Inc. is one of the firms selected, based on statements of qualifications that were submitted.

The purpose of this submittal is to consider approval of the Agreement with Buffalo Fence & Barn Company, Inc. as one of the two firms who will be available to perform the work. Competitive pricing from both firms will determine who is awarded each project.

ALTERNATIVES:

The following alternatives are available to the Board of Directors:

- Approve this submittal.
- Disapprove and request a new solicitation for this project
- Disapprove and cancel the project.

FISCAL IMPACT:

Each project will be budgeted by the department prior to approval.
ATTACHMENTS:

1 – Staff Report
2 – Contract
3 - Insurance
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this ___ day of ______________________, 2019,

BETWEEN

BUFFALO FENCE & BARN COMPANY, INC., an Arizona corporation, with a mailing address of P.O. Box 2485, Flagstaff, Arizona 86003-2485, (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "District");

WHEREAS:

A. The District has a need to obtain the services of an Independent Contractor to provide On-Call Fencing Services, (hereinafter the "Services"); and

B. The District has reviewed Statements of Qualifications (SOQs) from RFQ 2019-104 in order to select the appropriate Independent Contractor to provide the services; and

C. The Independent Contractor has submitted a successful proposal; and

D. The District desires to contract with the Independent Contractor to provide the Services; and

E. The Independent Contractor is ready, willing and able to provide to provide the Services on the terms and conditions set out herein.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the District agree as follows:

I. Scope of Work

A. The District requires on-call fencing services for minor and major projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to District facilities and roadways. The Independent Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

   i. All work performed by the Independent Contractor shall meet all applicable state and local codes and the Independent Contractor shall be required to obtain all required permits and inspections. Blue Stake shall be contacted by the Independent Contractor prior to work commencing.

   ii. The Independent Contractor shall contact the property owner for permission to work on property outside of the County right-of-way prior to beginning work.

   iii. For District projects, the following order of precedence shall govern:
2. Coconino County Engineering Design & Construction Criteria and Coconino County Construction Standards.
4. ADOT Standards and Specifications, current edition(s).
5. MAG Standards and Specifications, current editions/revisions.

B. The Independent Contractor may be asked to attend a Scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.

C. When a project is offered to the Independent Contractor, the Independent Contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and completion date. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Independent Contractor unless change orders are pre-approved by the District.

i. By executing a price proposal, the Independent Contractor represents that they have visited the project site(s) and familiarized themselves with the local conditions under which the work is to be performed. The District does not undertake to represent or warrant the site or local conditions.

ii. The District reserves the right to reject the Independent Contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

iii. The District has the right to request proposals from more than one on-call fencing firm for competitive purposes.
D. A separate Purchase Order must be issued for each project before the commencement of any work by the Independent Contractor. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

i. Change orders may be approved if they are based on conditions that are not reasonably foreseeable and only if there is strict and complete compliance with District procedures.

E. Payment and performance bonds are required for all projects for the full amount of the project. The District, at its sole discretion may waive this requirement for small projects under $15,000.00.

i. Within seventy-two (72) hours of the announcement of the project award, Independent Contractor shall tender a performance and payment bond for the District to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of Title 20, Chapter 6, Article 8; shall name the Coconino County Flood Control District, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the District, and the bond shall otherwise be satisfactory in its scope and content as determined by the District in its sole and absolute judgment.

ii. In the event the Independent Contractor fails to provide to District with the certificate and proof of bond assurance within seventy-two hours of the announcement of the project award then the District reserves the right to unilaterally rescind the Independent Contractor’s award of this project.

iii. In the event the Independent Contractor provides to the District the certificate and proof of bond assurance and the District determines, in its sole and separate judgment, that the certificate and/or assurance is inadequate in any regard, then the District reserves the right to unilaterally rescind the Independent Contractor’s award of this project. The District’s judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the District issues to the Independent Contractor the Notice to Proceed with the project. The District waives any objection to the District’s adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the District that the tender of proof required herein was made by the Independent Contractor, its agents, employees or persons acting on Independent Contractor’s behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the District in its sole and absolute judgment.
F. The Independent Contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Agreement, the Independent Contractor shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

i. The Independent Contractor shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Agreement.

ii. The Independent Contractor shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the District. The superintendent shall represent the Independent Contractor and have authority to act for the Independent Contractor. The Independent Contractor or qualified representative shall attend meetings with the District, at a frequency as determined by the District, for coordinating or expediting the work.

G. Safety. During the construction process, the Independent Contractor shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable “OSHA Standards for the Construction Industry” shall be followed. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Independent Contractor’s responsibility. The District may stop construction on a project until safety concerns have been corrected.

i. The Independent Contractor shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Independent Contractor shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

H. To determine the date of final completion of a particular project, final inspection of the work by the District shall be made within five (5) working days after receipt of the Independent Contractor’s written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the District determines that the Independent Contractor has achieved final completion. However, if such inspection, in the sole opinion of the District, reveals items of work still to be performed, the Independent Contractor shall promptly perform them and then request a re-inspection.

I. Method of Payment to the Independent Contractor.

i. The Independent Contractor shall submit progress payments and invoices at the end of each calendar month. Such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks.

ii. Invoices shall be submitted to the District that issued the Purchase Order.
iii. Upon inspection and acceptance of the Work, the District will render payment within thirty (30) days.

II. Compensation

The compensation to be paid by the District for the work performed by the Independent Contractor under Section I above, shall be based on the purchase order prepared for each project. The payment terms will be net thirty (30) days. In no instance, however, shall the total amount due the Independent Contractor exceed the amount of $100,000.00 per project.

III. Term of Agreement

The effective term of this Agreement is from February 1, 2019 through January 31, 2020. The District has the option to extend this Agreement for four (4) additional one-year periods.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the District.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

<table>
<thead>
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<th>Aggregate Type</th>
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<tr>
<td>General Aggregate</td>
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<td>Products/Completed Operations Aggregate</td>
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<td>Fire Legal Liability</td>
<td>$50,000</td>
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<tr>
<td>Each Occurrence</td>
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ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

B. The Independent Contractor will name the District, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the District, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. District reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the District fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the District with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The District reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the District within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the District may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the District and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers’
Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the District or its employees.

VII. **Independent Contractor's Status**

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the District.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. The Independent Contractor will operate as an independent entity and none of the employees of the Independent contractor are to be considered employees of the District. Independent Contractor employees are not eligible for District group health insurance or other benefits.

C. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the Independent Contractor shall determine his/her necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Independent Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. This Agreement does not create a partnership between the parties.

VIII. **Force Majeure**

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.
IX. **Immigration and Scrutinized Business**

Pursuant to A.R.S. 41-4401, Coconino County Flood Control District, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The District retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

X. **Certification Pursuant to A.R.S. § 35-393.01**

To the extent required by law, pursuant to the requirements of A.R.S. 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. **Non-Appropriation of Funds**

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the District’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the District shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.
XII. **Amendment and Entirety of Contract**

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XIII. **Records**

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the District at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. **Approval by the District**

Before this Agreement can become effective and binding upon the District, it must be approved by the County Board of Directors. In the event that the Board of Directors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. **Waiver**

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. **Non-assignment**

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVII. **Cancellation of Agreement**

This Agreement may be cancelled by the District pursuant to A.R.S. § 38-511.
XVIII. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.

XX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXII. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

XXIII. Assessment of Liquidated Damages. The District may apply this section to specific Job Orders as necessary. It may not apply to all projects.

A. The District will deduct, from money due the Independent Contractor, a daily charge for each day that work remains uncompleted after expiration of the Agreement time. The daily charge will be based on the original Agreement value and will be in the amount shown in the following table:

<table>
<thead>
<tr>
<th>Schedule of Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement Amount</td>
</tr>
<tr>
<td>From More Than:</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>Calendar Day or Fixed Date:</td>
</tr>
<tr>
<td>$350</td>
</tr>
<tr>
<td>Working Day:</td>
</tr>
<tr>
<td>$500</td>
</tr>
</tbody>
</table>

B. The District may waive all or any portion of the liquidated damage assessment after the date the work is substantially completed and is in condition for safe and convenient use by the travelling public, or available for next-stage construction without restriction.
C. No liquidated damages will accrue during periods of authorized suspension of operations.

D. Permitting the Independent Contractor to continue and finish the work or any part of it after the time fixed for its completion shall not in any way operate as a waiver on the part of the District of any of its rights under the Agreement. Neither by the act of taking over the work nor by annulment of the Agreement shall the District forfeit the right to recover liquidated damages from the Independent Contractor or the Independent Contractor’s Sureties.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

BUFFALO FENCE & BARN COMPANY, INC.

By: 
Kevin J. Craigie
President

ACKNOWLEDGED before me by Kevin J. Craigie as President of and for Buffalo Fence & Barn Company, Inc. on this 12 day of December, 2018.

COCONINO COUNTY BOARD OF DIRECTORS

By: 
Art Babbott
Chairman

ATTEST:

Lindsay Daley
Clerk of the Board

APPROVED AS TO FORM:

Deputy District Attorney

My Commission Expires

[Notary Public Stamp]
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Brown & Brown - Prescott
1055 W Iron Springs Rd
Prescott AZ 86305

**CONTACT**
NAME: Susan Saunders
PHONE: (928) 776-2727
EMAIL: ssanders@bbprescott.com

**INSURED**
Buffalo Fence & Barn Co Inc
P. O. Box 2485
Flagstaff AZ 86003-2485

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>X COMMERCIAL GENERAL LIABILITY</td>
<td>Y Y ACP7265313234</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex coverage) $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP/PROD AGG $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OTHER $</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y Y ACP7265313234</td>
<td>COMBINED SINGLE LIMIT (Per occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per occurrence) $</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>Y Y ACP7265313234</td>
<td>EACH OCCURRENCE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td>Y Y ACP7265313234</td>
<td>E.L. EACH OCCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>PERSONAL PROPERTY</td>
<td>X ACP7265313234</td>
<td>DEDUCTIBLE $163,600</td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER**
Coconino County, Coconino County Flood Control District, its Officers, Agents, Employees & Volunteers
5600 E Commerce Ave
Flagstaff AZ 86004

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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13. 01/08/2019 | Flood Control District | Approve the Agreement with Buffalo Fence & Barn Company and the..
COMMERCIAL GENERAL LIABILITY
CG 72 46 11 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;

b. That operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Section II – Who Is An Insured is amended to include as an additional insured:

Products–Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering
CG 72 46 11 15

of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

D. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1. or Paragraph B.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.
This endorsement removes insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage
   1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
      If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.
   2. Limit of Insurance – For the purpose of this coverage the most we will pay is $10,000 per "occurrence".

B. Voluntary Property Damage
   1. Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
      At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.
   2. Limit of Insurance – For the purpose of this coverage the most we will pay is $1,500 per "occurrence".

C. Non-Owned Watercraft
   Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a) is replaced with:
   (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage
   1. For the purposes of this endorsement only:
      Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property is amended as follows:
      a. Paragraphs (3), (5), and (6) are deleted in their entirety.
      b. Paragraph (4) is deleted in its entirety and replaced with:
         (4) Personal property in the care, custody, or control of the insured:
            (a) for storage or sale at premises you own, rent or occupy; or
            (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
      c. The coverage provided by this endorsement does not apply to "property damage":
         (1) Arising out of the disappearance or loss of use of personal property; or
         (2) Included in the "products-completed operations hazard".
   2. Limit of Insurance - The most we will pay for loss arising out of any one "occurrence" is $5,000.
   3. Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of $250.
      We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.
E. Damage To Premises Rented To You

1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

If Damage To Premises Rented To You is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under Section III – Limits Of Insurance, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $1,000,000.

3. Under Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under Section I – Coverages, Supplementary Payments – coverages A and B Paragraphs 1.b and 1.d. are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under SECTION II – WHO IS AN INSURED Paragraph 3.a. is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an additional insured by this endorsement is an insured only for liability due to:

a. Lessors of Leased Equipment – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when the lease, contract, or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.
This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
(b) That portion of "your work" out
of which the injury or damage
arises has been put to its
intended use by any person or
organization other than another
contractor or subcontractor
engaged in performing
operations for a principal as a
part of the same project.

However, a person or organization’s
status as additional insured under
this policy ends when your
operations for that additional insured
are completed.

With respect to the insurance afforded to
such additional insureds a. – d. described
above, the following is added to Section III
– Limits Of Insurance:

If coverage provided to the additional
insured is required by a contract or
agreement, the most we will pay on behalf of
the additional insured is the amount of
insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of
Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the
applicable Limits of Insurance shown in the
Declarations.

However, the insurance afforded to such
additional insureds a. – d. described above:

1. Only applies to the extent permitted by
law; and
2. Will not be broader than that which you
are required by the contract or
agreement to provide for such additional
insured.

3. Primary and Noncontributory – Other
Insurance Conditions

The following is added to the Other
Insurance Condition and supersedes any
provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not
seek contribution from any other insurance
available to an additional insured under your
policy provided that:

a. The additional insured is a Named
Insured under such other insurance; and

b. You have agreed in writing in a contract
or agreement that this insurance would
be primary and would not seek
contribution from any other insurance
available to the additional insured.

I. Employee Bodily Injury To Another Employee

Under Section II – Who Is An Insured

The following is added to Paragraph 2.b.:

Paragraphs 2.a.(1) a), b) and c) do not apply
to "bodily injury" to a co-"employee" in the
course of the co-"employee's" employment by
you, or to "bodily injury" to a co-"volunteer
worker" while performing duties related to the
conduct of your business.

J. Broad Form Named Insured

Under Section II – Who Is An Insured

The following is added to Paragraph 2.e.:

e. Any business entity incorporated or
organized under the laws of the United State
of America (including any State thereof), its
territories or possessions, or Canada
(including any Province thereof) in which the
Named Insured shown in the Declarations
owns, during the policy period, an interest
of more than fifty percent. If other valid
collectible insurance is available to any
business entity covered by this solely by
reason of ownership by the Named Insured
shown in the Declarations in excess of fifty
percent, this insurance is excess over the
other insurance, whether primary, excess,
contingent, or on any other basis.

K. Aggregate Limit Per Location

Under Section III – Limits Of Insurance

The following is added to Paragraph 2:

The General Aggregate Limit under Section III
Limits Of Insurance applies separately to each
of your locations owned by or rented to you or
temporarily occupied by you with the permission
of the owner. For the purposes of this provision,
location means premises involving the same or
connecting lots, or premises whose connection
is interrupted only by a public street, roadway,
waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under Section III – Limits Of Insurance

The following paragraph is added to Paragraph 2:

The General Aggregate Limit under Section III
Limits Of Insurance applies separately to each
of your construction projects away from
premises owned by or rented to you.
M. Medical Payments

Under Section III – Limits Of Insurance, Paragraph 7, is replaced with:

7. Subject to 5. above, the higher of:
   a. $10,000; or
   b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C – Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under Section IV – Commercial General Liability Conditions, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:
   e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
   f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under Section IV – Commercial General Liability Conditions, Condition 6. Representations the following paragraph is added:
   d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under Section IV – Commercial General Liability Conditions, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under Section V – Definitions Definition 3. “Bodily Injury” is replaced with:

3. “Bodily injury” means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.
BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition
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A. EFFECT OF THIS ENDORSEMENT
Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES
The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS
The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT
The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS
Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS
Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay up to $500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.
H. PREJUDGMENT INTEREST COVERAGE
The following paragraph is added to SECTION II
2. COVERED AUTOS LIABILITY COVERAGE,
Coverage Extensions, a. Supplementary Payments:
(7) Prejudgment interest awarded against the
"insured" on that part of the judgment we
pay. If we make an offer to pay the applic-
able limit of insurance, we will not pay
any prejudgment interest based on that
period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS,
MANAGERS, AND SUPERVISORS
The Fellow Employee Exclusion in SECTION II
2. COVERED AUTOS LIABILITY COVERAGE is
replaced as follows;
A. "Bodily injury" to any fellow "employee" of
the "insured" arising out of and in the course
of the fellow "employee"s employment or
while performing duties related to the con-
duct of your business. This exclusion does
not apply to an "insured" who occupies a
position as an officer, manager, or supervi-
sor.

J. HIRED AUTO PHYSICAL DAMAGE
If covered "auto" designation symbols 1 or 8 ap-
ply to Liability Coverage and if at least one "au-
to" you own is covered by this policy for Com-
prehensive, Specified Causes of Loss, or Colli-
sion coverages, then the Physical Damage
coverages provided are extended to "autos" you
lease, hire, rent or borrow without a driver; and
provisions in the Business Auto Coverage Form
applicable to Hired Auto Physical Damage apply
up to a limit of $100,000. The deductible will be
equal to the largest deductible applicable to any
owned "auto" for that coverage. Any Compre-
hensive deductible does not apply to fire or
lightning.

K. TEMPORARY SUBSTITUTE AUTOS –
PHYSICAL DAMAGE COVERAGE
The following is added to paragraph C. Certain
Trailers, Mobile Equipment And Temporary
Substitute Autos of SECTION I - COVERED
AUTOS:
If Physical Damage Coverage is provided by
this Coverage Form, the following types of
vehicles are also covered "autos" for Physi-
cal Damage Coverage:
Any "auto" you do not own while used with
the permission of its owner as a temporary

L. EXPANDED TOWING COVERAGE
1. We will pay up to:
a. $100 for a covered "auto" you own of
the private passenger type, or
b. $500 for a covered "auto" you own that
is not of the private passenger type,
for towing and labor costs incurred each
time the covered "auto" is disabled. Howev-
er, the labor must be performed at the place
of disablement.
2. This coverage applies only for an "auto"
covered on this policy for Comprehensive or
Specified Causes of Loss Coverage and
Collision Coverages.
3. Payment applies in addition to the otherwise
applicable amount of each coverage you
have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE
1. In the event of a total "loss" to a covered
"auto", we will pay any unpaid amount due
on the loan or lease, including up to a max-
imum of $500 for early termination fees or
penalties, for your covered "auto" less:
a. The amount paid under SECTION III –
PHYSICAL DAMAGE COVERAGE of
this policy; and
b. Any:
1) Overdue lease/loan payments at the
time of the "loss";
2) Financial penalties imposed under a
lease for excessive use, abnormal
wear and tear or high mileage;
3) Security deposits not refunded by a
lessor;
4) Costs of extended warranties, Credit
Life Insurance, Health, Accident, or
Disability insurance purchased with
the lease; and

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5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:

2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

b. The number of days shown in the Schedule.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred.

b. $75 for any one day or for a maximum of 30 days.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a
covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS
The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

S. PHYSICAL DAMAGE LIMIT OF INSURANCE
Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance
1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
   b. The cost of repairing or replacing the damaged or stolen property.
2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equip-

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a. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST
The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;

b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership; or

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-
U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,

3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

2. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION - CANCELLATION applies except as follows:

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If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

THIS FORM APPLIES ON A BLANKET BASIS FOR ALL ENTITIES REQUIRING A WAIVER OF SUBROGATION BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Endorsement No.
Insured

Policy No.
Premium $

Countersigned By ____________________________
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Approve a contract with Interstate Mechanical Corporation to purchase and install the Heating Ventilation and Air Conditioning (HVAC) chiller in the Coconino County Adult Detention Facility, in the amount of $89,713.00 utilizing Arizona State Contract #ADSP017-174462 in FY19. Jail District

RECOMMENDED MOTION:

Approve a contract with Interstate Mechanical Corporation to purchase and install the Heating Ventilation and Air Conditioning (HVAC) chiller in the Coconino County Adult Detention Facility, in the amount of $89,713.00 utilizing Arizona State Contract #ADSP017-174462 in FY19.

BACKGROUND:

The Coconino County Adult Detention Facility in Flagstaff houses over 400 inmates on a daily average. The facility was constructed in the year 2000 and at that time, three Heating Ventilation Air Conditioning (HVAC) chillers were installed to provide air conditioning for the building. Chillers work by sending water through pipes that are chilled, then pumped to rooftop units which transfer it to cool air to provide to the inside of the building. The chillers are 18 years old and they have been used past their useful life cycle; this chiller was failing at an alarming rate this summer. The Sheriff’s Office facility replacement plan includes replacing one chiller each year, beginning this fiscal year.

We will utilize Arizona State Contract #ADSP017-174462 with Interstate Mechanical Corporation to purchase and install the new chiller.

ALTERNATIVES:

The alternative would be to open a formal bid.

FISCAL IMPACT:

The purchase and installation will be completed in FY19 and is a budgeted expense under account # 1117.20.2003.2673.0000.633.808011-. There may be an expense less than $2,000 to
dispose of the water in the current chiller before replacement takes place that is excluded in this contract and is budgeted under account #1117.20.2003.2673.0000.633.808011-. 

**ATTACHMENTS:**

1 - Staff Report - 1/2/2019 - -
2 - Supporting Document - IMCOR CONTRACT - 12/13/2018
3 - Supporting Document - IMCOR INSURANCE CERT - 12/13/2018
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ___ day of __________________, 2018,

BETWEEN

INTERSTATE MECHANICAL CORPORATION, an Arizona corporation, of 2355 N. Steves Blvd. Suite E/F, Flagstaff, Arizona 86004 (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY JAIL DISTRICT, a county jail district duly organized pursuant to Chapter 25, Title 48 of the Arizona Revised Statutes (hereinafter “A.R.S.”), for the purpose, among others, of providing for in-custody detention and inmate-correctional housing in a County Detention Facility pursuant to A.R.S. §48-4001 et seq., thereby enabling and enhancing the duly-elected Sheriff’s ability to take charge of and keep the County Detention Facility pursuant to A.R.S. §12-441(A)(5), with offices located at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “District”),

WHEREAS:

A. The District has a need for an Arizona licensed Independent Contractor (IC) to provide a Heating Ventilation and Air Conditioning (HVAC) Chiller Replacement at the Coconino County Detention Facility A/B Pod, located at 951 E. Sawmill Road, Flagstaff, AZ 86001, (Hereafter “Services”);

B. The Independent Contractor holds AZ State Contract ADSP017-174462, and;

C. The District wishes to contract with the IC on the terms and conditions set out in this Agreement; and,

D. The Independent Contractor is ready, willing and able to provide the Services.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the District agree as follows:

I. Scope of Work

A. The services shall be completed in accordance with all safety requirements to meet Arizona Departmental Safety and Health (ADOSH) standards.
B. Normal working hours Monday through Friday 8:00 AM to 5:00 PM.
C. IC to check in and out with customer daily.
D. No use of Detention Facility Restrooms.
E. Remove all debris from area daily.
F. Dumpster?
G. Project costs include all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

H. Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost and approved by District prior to any work being started.

I. Furnish and install the following:
   a. Drain and capture glycol from chilled water system (Drums furnished by owner)
   b. Disconnect electrical and controls.
   c. Remove and haul off existing chiller.
   d. Furnish and install Daikin AGZ055E Air Cooled Scroll Chiller, capacity and performance specified, including the following: 55 Ton Nominal Capacity, R-410A Refrigerant, 460v/3 phase, Low Ambient Operation, Unit mounted across-the-line starter, Microtec-III Controller, Louvered Condenser Coil Guard, Variable Speed Condenser Fan, 4 Stage Capacity Control, 25-100%, 5 Year Compressor Parts Warranty, Startup and Commissioning.
   e. Furnish and install (2) new 4-inch lug butterfly valves to replace existing grooved valves at chiller.
   f. Furnish and install new 4-inch grooved pipe from new valves to chiller.
   g. Furnish and install (1) redundant Armstrong pump model 4030 Base Mounted End Suction Pump with Cast iron, bronze fitted, Sized for 106 GPM at 67’ head pressure, Suction guide and triple duty valve included.
   h. Furnish and install new 4-inch pipe to pump with associated accessories and valves.
   i. Furnish and install (1) new 480V, N-1 starter with HOA for 41A motor for redundant pump with associated conduit & wire from existing source junction box (10’ allowance).
   j. Climatec controls to furnish and install (3) new relays for enable/disable, status and alarm on new chiller. Design, programming, installation, and checkout labor.
   k. Piping to be insulated with fiberglass pipe insulation with an ASJ finish indoors and an aluminum jacket outdoors. Thickness will be 1” on pipe sizes ½” – 1 ½” and 1 ½” thick on pipe sizes 2” and above caulk exterior penetration.
   l. Test and balance of (2) pumps (1) air cooled chiller and set water flows to 4 air handlers.
   m. One-year warranty on equipment and two-year labor warranty.
J. Exclusions:

a. Bond
b. Permits, taxes and fees
c. Fire sprinklers and fire alarm tie-ins
d. Concrete and rebar
e. Cutting and patching
f. Rock and caliche excavation
g. General sheet metal
h. Import of backfill material
i. Export of spoils
j. Equipment platforms
k. Line voltage wiring
l. Overtime labor
m. Architectural access doors
n. Painting
o. Dust control
p. Warranty of owner-furnished equipment
q. Power wiring and conduit
r. Removal and replacement of ceiling systems and gypsum board enclosures
s. Testing, repair or replacement of feeders to chiller
t. Sound, vibration and temperature measurement
u. Repair/replacement of any other existing devices that may be defective

II. Compensation

Independent Contractor shall be compensated $89,713.00 (including taxes) upon successful completion of Scope of Work listed in Section I. District shall make payment within 30 days of receipt of invoice from Independent Contractor and approval of completion of work from District representative.

III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through June 30, 2019.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.
V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the District.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

1. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

   - General Aggregate $2,000,000
   - Products/Completed Operations Aggregate $2,000,000
   - Personal and Advertising Injury $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

2. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

3. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

4. Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

B. The Independent Contractor will name the District, its agents, officials and employees, and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the District, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. District reserves the right
to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the District fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the District with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The District reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the District within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the District may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the District and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers’ Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor’s obligations under this paragraph do not extend to any liability caused by the sole negligence of the District or its employees.

VII. Independent Contractor’s Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the District.
A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers’ compensation insurance required by law.

B. The Independent Contractor will operate as an independent entity and none of the employees of the Independent Contractor are to be considered employees of the District or of Coconino County. Independent Contractor employees are not eligible for District or Coconino County group health insurance or other benefits.

C. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. This Agreement does not create a partnership between the parties.

VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. Immigration and Scrutinized Business

Pursuant to A.R.S. § 41-4401, the District, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (A) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
C. The District retains the legal right to inspect the papers of the Independent Contractor or an of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.

D. False certifications may result in the termination of this contract.

X. Certification Pursuant to A.R.S. § 35-393.01

To the extent required by law, pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the District’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the District shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XIII. Records

The Independent Contractor will:
A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the “Records”) for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the District at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the District

Before this Agreement can become effective and binding upon the District, it must be approved by the District Board of Directors. In the event that the Board of Directors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVII. Cancellation of Agreement—Conflict of Interest

This Agreement may be cancelled by the District pursuant to A.R.S. § 38-511.

XVIII. Non-discrimination

The Independent Contractor will comply with A.R.S. § 41-1461 et seq. and State Executive Order No. 2009-09, as well as all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.
XX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXII. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

INTERSTATE MECHANICAL CORPORATION

By ____________________________
Bill Mason
President

COCONINO COUNTY JAIL DISTRICT

By ____________________________
Art Babbott
Chairman, Board of Directors

ACKNOWLEDGED before me by Bill Mason as President of and for Interstate Mechanical Corporation On this ___ day of ____________, 2018.

ATTEST:

__________________________
Clerk of the Board

Approved as to form:

__________________________
Deputy County Attorney

__________________________
My Commission Expires
**CERTIFICATE OF LIABILITY INSURANCE**

The certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

INSURICA / Minard-Ames Insurance Services LLC  
4646 E. Van Buren St., #200  
Phoenix AZ 85008

**INSURED**

Interstate Mechanical Corporation aka IMCOR  
1841 E. Washington St.  
Phoenix AZ 85034

**COVERAGES**

**CERTIFICATE NUMBER:** 276081595  
**REVISION NUMBER:**

This is to certify that the policies of insurance listed below have been issued to the insured above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSUR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y Y</td>
<td>MWZY30712118</td>
<td>4/1/2018</td>
<td>4/1/2019</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>DAMAGE TO TERRITORY; PREMISES (EA occurrence): $100,000</td>
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<td>MED EXP (Any one person): $5,000</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS - COMP/OP AGG: $2,000,000</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y Y</td>
<td>MWTB30712218</td>
<td>4/1/2018</td>
<td>4/1/2019</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>COMBINED SINGLE LIMIT (EA accident): $1,000,000</td>
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<td>BODILY INJURY (Per person): $</td>
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<td>BODILY INJURY (Per accident): $</td>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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<td>AGGREGATE: $2,000,000</td>
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<td>B</td>
<td>EXCESS LIABILITY</td>
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<td>TUE405724614</td>
<td>4/1/2018</td>
<td>4/1/2019</td>
<td>EACH OCCURRENCE: $2,000,000</td>
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<td></td>
<td>aggregates: $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y/N</td>
<td>MWC30712018</td>
<td>4/1/2018</td>
<td>4/1/2019</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)</td>
<td>Y</td>
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<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
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<td></td>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
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<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is defined as additional insured with respect to the general, auto and excess liability if required or agreed in a written contract subject to all provisions and limitations of the policy. General, auto and excess liability coverage is primary and non-contributory. A waiver of subrogation in favor of Certificate Holder applies to the general and auto liability and employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: CG2010 07/04; CG2037 07/04; PCA035 04/06; CG2001 04/13; TAU9999 11/97; CG2404 05/09; PCA044 04/06; WPC003053; CG2503 05/09.

**CERTIFICATE HOLDER**

Coconino County Jail  
951 E Sawmill Road  
Flagstaff AZ 86001-5827

**CANCELLATION**

Should any of the above described policies be cancelled before the expiry date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**
COMMERICAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All persons or organizations as required by written contract or agreement</td>
<td>The locations as specified in the written contracts or agreements</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All persons or organizations as required by written contract or agreement</td>
<td>The locations as specified in the written contracts or agreements</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy No: MWZY30712118
IL 10 (12/06)  OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance coverage, this coverage will be primary and any insurance maintained by such person(s) or organization(s) will apply on an excess basis.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
AMENDMENT OF CONDITIONS – OTHER INSURANCE

PARAGRAPH F. OTHER INSURANCE UNDER SECTION VI – CONDITIONS IS HEREBY
DELETED AND REPLACED BY THE FOLLOWING:

F. IF OTHER INSURANCE APPLIES TO A "LOSS" THAT IS ALSO COVERED BY THIS
POLICY, THIS POLICY WILL APPLY EXCESS OF THE OTHER INSURANCE, EXCEPT AS
PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE
AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, AND
SOLELY WITH RESPECT TO A WRITTEN CONTRACT ENTERED INTO BY THE
INSURED PRIOR TO ANY "LOSS" FOR WHICH THE INSURED IS LEGALLY LIABLE,
AND WHICH REQUIRES THAT THIS INSURANCE APPLY PRIOR TO ANY OTHER
INSURANCE AVAILABLE TO AN ADDITIONAL INSURED IN EXCESS OF THE
UNDERLYING COVERAGE BUT ONLY FOR THE PERSON OR ORGANIZATION THAT
IS SHOWN IN SCHEDULE A BELOW. NOTHING HEREIN WILL BE CONSTRUED TO
MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS
OF SUCH OTHER INSURANCE. IN ADDITION, THIS PROVISION WILL NOT APPLY IF
THE OTHER INSURANCE IS SPECIFICALLY WRITTEN TO BE EXCESS OF THIS POLICY.

THERE IS NO COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR ANY
PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW FOR "LOSS"
ARISING FROM THE SOLE NEGLIGENCE OF ANY PERSON OR ORGANIZATION THAT
IS SHOWN IN SCHEDULE A BELOW OR BY THOSE ACTING ON THEIR BEHALF.

SCHEDULE A

1. ANY PERSON OR ORGANIZATION FOR WHOM OR FOR WHICH YOU ARE
REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE
INSURANCE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, SUBJECT
TO THE TERMS AND CONDITIONS OF THIS POLICY.

OTHER INSURANCE INCLUDES ANY TYPE OF SELF-INSURANCE OR OTHER
MECHANISM BY WHICH AN INSURED ARRANGES FOR FUNDING OF LEGAL
LIABILITIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
IL 10 (12/06)  OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Under SECTION IV, Paragraph A. 5. is replaced by the following:

We waive our right of recovery against any person or organization to the extent required by a written contract, executed prior to any "accident". The accident must arise from operations contemplated in said contract and this waiver is only applicable to the person or organization designated in said contract.
POLICY NUMBER: MWC30712018

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

DATE OF ISSUE: 04/01/2018
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
The projects as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Oxtoby, Interim Chief Health Officer

SUBJECT: Approve an FY19 revenue and expenditure increase in the amount of $47,783 in revenue and $38,352 in expenses for the PHEP program for the period July 1, 2018 to June 30, 2019. Health District.

RECOMMENDED MOTION:

Approve a FY19 budget increase in the amount of $47,783 in revenue and $38,352 in expenses for the CCPHSD PHEP program for the period July 1, 2018 to June 30, 2019.

BACKGROUND:

CCPHSD has been providing PHEP services since 2003. The service aligns with the County’s Strategic Priority of Public Health. This program’s contract year adheres to the county fiscal year (July 1 to June 30th). The FY19 increase is to allow the program to utilize carryover grant funds from FY18. The proposed Budget Adjustment will ensure FY19 revenue and expenses aligns with BOS approval.

ALTERNATIVES:

The Board could choose to not approve this request, but it would result declining the use of carryover funding and may impact future grant amounts available through the Arizona Department of Health Services.

FISCAL IMPACT:

The FY19 PHEP budget cost center is 1277.31.3101.4816.0000. There is no impact on the PHSD General Fund with this request.

ATTACHMENTS:

1 - Staff Report - 1/2/2019 - -
2 - Supporting Document - BUDGET ADJUSTMENT - 12/21/2018
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DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Marie Peoples, Chief Health Officer

SUBJECT: Approve Intergovernmental Agreement CTR040359, Amendment No. 1 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD) for the period of October 1, 2018, through September 30, 2019 in the amount of $515,188, to provide WIC ($448,688), Breastfeeding Peer Counseling ($66,500) and Farmer’s Market Nutrition services. The sole purpose of this IGA Amendment is to revise the Contract No. from ADHS19-207419 to CTR040359.

RECOMMENDED MOTION:

Approve Intergovernmental Agreement CTR040359, Amendment No. 1 between the Arizona Department of Health Services (ADHS) and Coconino County Public Health Services District (CCPHSD) for the period of October 1, 2018, through September 30, 2019 in the amount of $515,188, to provide WIC ($448,688), Breastfeeding Peer Counseling ($66,500) and Farmer’s Market Nutrition services. This IGA is amended to revise the Contract No. from ADHS19-207419 to CTR040359.

BACKGROUND:

CCPHSD has been providing WIC nutrition services since 1974, the Farmer’s Market Nutrition program since 2004, and the Breastfeeding Peer Counseling program since 2005.

WIC is a federally funded program providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers’ markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age, a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks. The IGA will provide services to 2,300 participants per month. WIC caseload to be served in FY19 was reduced from 2,400 to 2,300 per month. Nearly all WIC agencies in Arizona experienced a FY19 reduction in funding and caseload.
The Breastfeeding Peer Counseling Program is an evidence-based program. It has been a significant factor in improving initiation and duration rates of breastfeeding among women by combining peer counseling with the ongoing WIC breastfeeding promotion and support. These efforts have the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. The Breastfeeding Program uses the “Loving Support to Implement Best Practices in Peer Counseling” curriculum to improve breastfeeding initiation and duration rates. Peer Counselors provide breastfeeding education and support to clients via telephone calls and in-person contacts at local WIC offices.

The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks, valued at $30 to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets (Flagstaff Community Farmer’s Market etc.). FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at local farmers' markets.

**ALTERNATIVES:**

Navajo Nation provides WIC services to Native American reservation residents from their Tuba City office. The Native Americans for Community Action (NACA) has a smaller WIC staffing and budget level than CCPHSD. Without approval of this IGA off-reservation County residents would be challenged to receive WIC services from NACA in a timely manner.

Breastfeeding services are provided through the Flagstaff Medical Center, but participants pay a fee for their services and a monthly fee for breast pump rentals. CCPHSD services are at no cost. Breastfeeding support is also available through the La Leche League of Northern Arizona, but participants must be a member of the La Leche League and pay a membership fee. La Leche League does not provide breast pumps or any other incentive to their clientele.

No other agency provides Farmer’s Market Nutrition Program voucher services.

**FISCAL IMPACT:**

The WIC budget cost center is 1262-31-3106-4795-0000-662. The Breastfeeding Peer Counselor budget cost center is 1280-31-3106-4819-0000-662. The Farmer’s Market Nutrition Program budget cost center is 1262-31-3106-4769-0000-662. These are all recurring expenses. Each cost center will pay as much indirect as permitted.

**ATTACHMENTS:**

1 - Staff Report - 1/2/2019 - -
2 - Supporting Document - FY19 IGA AMENDMENT WIC, BREASTFEEDING, AND FARMERS - 12/17/2018
It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the Contract No. from ADHS19-207419 to CTR040359.

All other provisions of this agreement remain unchanged.

Contractor Name: COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

Address: 2625 NORTH KING STREET

FLAGSTAFF ARIZONA 86004

City State Zip

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

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

State of Arizona

Signature Date

Signed this __________ day of __________, 20__.

Print Name

Procurement Officer

Contract No.: CTR040359, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Sandra Diehl, Coconino County Public Defender

SUBJECT: Approval of .25 FTE and benefits midyear to assist the Public Defender’s Office in the replacement of the Mental Health Court attorney position. Not to exceed $7,661 for FY19.

RECOMMENDED MOTION:

Approval of .25 FTE and benefits midyear to assist the Public Defender’s Office in the replacement of the Mental Health Court attorney position. Not to exceed $7,661 for FY19.

BACKGROUND:

In early November 2018, attorney Fanny Steinlage was selected to become the new Division 6 Superior Court Judge, effective January 1, 2019. Previous to this appointment, Ms. Steinlage served as a .5FTE attorney dedicated to the Mental Health Court. In addition to a split caseload of dependency and delinquency cases, she handled all of the clients in Mental Health Court. Fanny has been an employee of the Public Defender’s Office since 2005. This request is made as a result of the shortage of attorneys within the office and complications that have arisen in the recruitment of a .5FTE without benefits. The current position’s annual .5FTE+ ERE is $61,901. The proposed additional .25FTE resulting in a .75 FTE would be budgeted at $77,222. The annual increase is $15,321.

Mental Health in the criminal justice system is very important as evidenced by the recent Coconino County and Arizona Town Halls. In addition, this population is also a priority for the CJCC and is affected by Collective Impact Initiative. Finally, the Board has also recognized the importance of addressing mental health needs in our community as is reflected in the Board’s Initiatives. The Public Defender has discussed this current dilemma with County Attorney, Bill Ring, who supports this request and has also offered to speak to the Board in support.

The Mental Health Court assignment is itself a .5FTE case load. The loss of Ms. Steinlage’s institutional knowledge is profound. We had discussed the potential for an increased FTE request at FY20 budget time. She is leaving the office as an Attorney IV. I would like to hire her replacement as an Attorney II. This replacement will take extra time and dedication to get up to speed with the existing and new clients in this specialty court. Fanny’s Attorney IV .5FTE salary
is $51,845 +$10,056 in EREs. A .75FTE Attorney II is $53,055. The replacement would need benefits of approximately $24,167. The additional cost to the County for this request for the last 6 months of FY19 is $7,661 including EREs.

The net result is the addition of .25 FTE, allowing a replacement Attorney II to be hired as a .75FTE with benefits. .5FTE would be dedicated to Mental Health Court and mental health representation. In order to fulfill the goal of creating a Mental Health Attorney position, the remaining .25FTE would assume criminal cases in Superior and Justice Court. This will result in the loss of .5FTE in the juvenile dependency and delinquency attorney coverage, which is less than ideal. This situation will be monitored closely. The position would assume .25FTE from the existing adult criminal caseloads. (The County Attorney’s Office has indicated felony charging is up 30%). A .75FTE Attorney II is paid $53,055 annually. The annual salary differential between a .75 FTE Attorney II and a .5 FTE Attorney IV is $1,211.00. It is anticipated that the ERE for this Attorney would be $24,167, making the annual increase $15,321. The increase from January 1, 2019 to June 30, 2019 would be $7,661 including EREs. The salary differential is minimal, the majority of these sums is the cost of the ERE.

**ALTERNATIVES:**

The County could elect not approve the addition of .25 FTE. This would effectively leave the Public Defender’s Office in its current position. In order to recruit a highly qualified attorney to fill this spot, the Office would most likely attempt to use the salary savings and hire an attorney on a contract basis. This would be less than ideal, but it is not realistic to believe that we could hire a long term, dedicated attorney at $35,370 per year without benefits. This attorney would be forced to accept other outside employment. This would also not be aligned with the Public Defender and County’s Transitional Leadership philosophy. A contract attorney would not be motivated to improve as they would not be eligible for promotion within the Office.

**FISCAL IMPACT:**

The addition of a .25 FTE Attorney II (creating a .75FTE) for FY19, would result in an increase of $7,661 for the remainder of FY19. The net increase in budget to salaries of a .25 FTE in FY 20 would be $15,321. This amount is almost entirely EREs.

**ATTACHMENTS:**

1 - Staff Report - 1/2/2019 -
2 - Supporting Document - OPEN ADULT FELONY CASES - 12/21/2018
3 - Supporting Document - PENDING HOMICIDE AND SEX CASES - 12/21/2018
4 - Supporting Document - ATTORNEY II FTE & ERE - 12/21/2018
5 - Supporting Document - ATTORNEY PAY PLAN - 12/21/2018
6 – Supporting Document - Public Defender Stats
7 – Supporting Document - Homicide Stats
Fanny Steinlage

Current case load: (as of mid-December 2018)

- 42 felonies (incl. 1 homicide which was pled out 12/18/18)
- 2 misdemeanors
- 26 dependencies
- 51 delinquencies
- 23 revocation of probation
- 144 open cases

This includes Mental Health Court cases.

Public Defender Homicide statistics in Time Matters

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<tr>
<td>FY19</td>
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<td>1 (so far)</td>
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to competent representation and the attorneys’ ethical obligation owed to each client.

Workloads fluctuate at or above recommended workload limits hence increasing the violation of our clients’ rights.

Average at the maximum capacity range. As the current trend of influx of serious cases continues, the attorneys’ workloads ensure the ethical obligation owed to each individual client is able to be met. Currently, the attorneys’ workloads, carefully monitored and weighed in accordance with national best practices.

- not including specialty courts (Veterans, Recovery & Mental Health Courts)

Current as of 12/5/2018

OPEN ADULT FELONY CASES
Approval of .25 FTE and benefits midyear to assist the Public Defender's Office...
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*Note: The table above is a simplified example and does not include all changes included in a case.*
Approval of .25 FTE and benefits midyear to assist the Public Defender's Office...
Approval of .25 FTE and benefits midyear to assist the Public Defender's Office...
Top charge listed only - first does not include all charges

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Approval of .25 FTE and benefits midyear to assist the Public Defender's Office.
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1/08/2019 (Page 14 of 19)
## Homicide cases:

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## Attempted Homicide:

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Public Defender statistics as of Dec 1, 2018
Felonies: 1146  49% of 2018 total 2352
Misdemeanors: 139  45% of 2018 total 311
Dependencies: 36  67% of 2018 total 54
Total overall cases so far: 1755  48% of 2018 total 3633

The total number of felonies in 2018 was the highest total since 2007. At the current rate, we are on track to open more felonies than in any year shown in current statistics going back to fiscal year 2003. (2750 cases spread between approximately 7 attorneys is 393 cases per attorney.)
FY17  4 Homicide  2 Manslaughter
FY18  14 Homicide  2 Manslaughter
FY19  3 Homicide  1 Manslaughter

Homicide Statistics - Public Defender
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Bonny Lynn, Finance Director

SUBJECT: Public hearing, consideration and possible adoption of Resolution 2019-03, adopting revised user fees for the departments of Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer to be effective February 1, 2019.

RECOMMENDED MOTION:

Adopt Resolution 2019-03, adopting revised user fees for the departments of Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer to be effective February 1, 2019.

BACKGROUND:

Coconino County entered into a Contract for Services with MGT of America, Inc. for Cost Allocation Plan and User Fee Study services. The contract was constructed to conduct the user fee study for approximately one-half of all County Departments. Staff feels that conducting a user fee study for half of the departments one year and the remaining half the following year suits the needs of the County, allowing more individualized attention and a more thorough study. In additional to the routine study, departments and MGT were asked to identify any new potential fee areas for consideration. Our policy is to review each fee every other year in order to avoid large increases in any given year while maintaining our cost recovery percentages. This creates routine incremental fee increases that are easier to absorb than increases that are not done as frequently and are thus more significant.

At a work session on October 23, 2018, staff presented the results of this study for those departments in which a User Fee Study was conducted. The following County departments were included in this study: Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer. Fees were calculated based on the County’s fiscal year 2017 actual expenditures.

The recommended fee changes have been posted on the County’s main webpage for 60 days, in accordance with ARS 11-251.13.
A summary of recommended fee changes is provided for each department.

ALTERNATIVES:

The Board can choose to not approve the revisions and direct staff to conduct additional work on the user fee study.

FISCAL IMPACT:

Implementing the results of the User Fee Study will generally result in positive revenue collections for Coconino County.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report - 1/2/2019 - -
2 - Supporting Document - RESOLUTION 2019-03 - 1/2/2019
3 - Supporting Document - SCHEDULE A - 12/31/2018
4 - Supporting Document - CONSULTANT REPORT - 12/31/2018
Adopt Schedule of Fees

Resolution No. 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COCONINO, ARIZONA ESTABLISHING A SCHEDULE TO RECOVER FEES FOR THE DEPARTMENTS OF ASSESSOR, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, PARKS AND RECREATION, PUBLIC HEALTH SERVICES DISTRICT, PUBLIC FIDUCIARY, RECORDER, AND TREASURER.

WHEREAS, A.R.S §11-251.08 authorizes the Board of Supervisors adopt fee schedules for any specific product and services the county provides to the public; and

WHEREAS, a study was conducted by MGT of America, Inc. to determine the cost of services offered by the departments of Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer, for which user fees are currently being charged or could be charged. This “cost” includes all legitimate direct and indirect costs associated with providing each service, including direct support costs from other divisions; and

WHEREAS, the Coconino County staff has reviewed the study of the cost to provide services and requested the Board of Supervisors approve a resolution adopting the Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer.

WHEREAS, per A.R.S §11-251.05, the Board of Supervisors has advertised and conducted a public hearing and has determined it is appropriate to adopt these fees.

NOW, THEREFORE, BE IT ORDAINED THAT the Board of Supervisors of the County of Coconino, hereby approves Resolution 2018-03, adopting fees for the departments of Assessor, Community Development, Community Services, Parks and Recreation, Public Health Services District, Public Fiduciary, Recorder, and Treasurer fees for the services provided in Schedule A and for the amounts recommended in Schedule A.

Passed and adopted by the Board of Supervisors of Coconino County this 8th day of January, 2019.

COCONINO COUNTY BOARD OF SUPERVISORS

____________________________________________
Art Babbott, Chairman
ATTEST:

__________________________
Clerk of the Board

APPROVED AS TO FORM:

__________________________
Deputy County Attorney
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<th>Fee Amount</th>
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<td>HIV PreEP Follow-up Exam (includes labwork)</td>
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<td>Smoking/Tobacco Cessation (follow up)</td>
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<td>PUBLIC HEALTH SERVICES DISTRICT</td>
<td>Office/Outpatient Visit (est patient)</td>
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## COCONINO COUNTY: SCHEDULE A

### RESOLUTION TO RECOVER FEES FOR THE DEPARTMENTS OF:

ASSESSOR, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, PARKS AND RECREATION,

PUBLIC HEALTH SERVICES DISTRICT, PUBLIC FIDUCIARY, RECORDER, AND TREASURER

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<th>Service Provided</th>
<th>Fee Amount</th>
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<td>Sexual Health Initial Exam</td>
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<td>TB Skin Testing</td>
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## COCONINO COUNTY: SCHEDULE A

RESOLUTION TO RECOVER FEES FOR THE DEPARTMENTS OF:

ASSESSOR, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, PARKS AND RECREATION, PUBLIC HEALTH SERVICES DISTRICT, PUBLIC FIDUCIARY, RECORDER, AND TREASURER

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<td>Food Manager Recertification</td>
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<td>Duplicate Cert-Food Handler or Manager</td>
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<td>Back Country River Guide Certificate</td>
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COCONINO COUNTY: SCHEDULE A

RESOLUTION TO RECOVER FEES FOR THE DEPARTMENTS OF:
ASSESSOR, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, PARKS AND RECREATION,
PUBLIC HEALTH SERVICES DISTRICT, PUBLIC FIDUCIARY, RECORDER, AND TREASURER

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COCONINO COUNTY: SCHEDULE A
RESOLUTION TO RECOVER FEES FOR THE DEPARTMENTS OF:
ASSESSOR, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, PARKS AND RECREATION,
PUBLIC HEALTH SERVICES DISTRICT, PUBLIC FIDUCIARY, RECORDER, AND TREASURER

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## COCONINO COUNTY: SCHEDULE A

RESOLUTION TO RECOVER FEES FOR THE DEPARTMENTS OF:

ASSESSOR, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, PARKS AND RECREATION,

PUBLIC HEALTH SERVICES DISTRICT, PUBLIC FIDUCIARY, RECORDER, AND TREASURER

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<td>STUDY SCOPE &amp; OBJECTIVES</td>
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## II USER FEE SUMMARIES BY DEPARTMENT

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SECTION I
EXECUTIVE SUMMARY
EXECUTIVE SUMMARY

INTRODUCTION
MGT Consulting Group (MGT) is pleased to present Coconino County with this summary of findings for the recently completed cost-of-services study. The County routinely performs comprehensive cost-of-services studies with each department being reviewed every other year. Since the last study, the County has made some minor adjustments to the fee levels but has largely maintained the fees that had been previously adopted. The County is interested in accurately reporting the true cost of providing various fee-related services and exploring the possibilities of modifying current fees to better reflect the increasing cost of providing services over time. In spring 2018, the County contracted with MGT to perform this cost analysis using actual 2017 fiscal year expenditures, staffing and operational information. Additionally, all information was provided through the period ending July 2017. Fees should be reviewed on a regular basis and adjusted in accordance with established county policies on user fee cost recovery.

This report is the culmination of the past four months of work between MGT and county management and staff. MGT would like to take this opportunity to acknowledge all management and staff who participated on this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to the success of this study.

STUDY SCOPE AND OBJECTIVES
The study included a review of fee-for-service activities within the following departments/divisions:

- Assessor
- Community Development
- Community Services
- Health
- Parks and Recreation
- Public Fiduciary
- Recorder
- Treasurer
The study was performed under the general direction of the Budget Office with the participation of representatives from each department. The primary goals of the study were to:

- Define what it costs the County to provide various fee-related services.
- Determine whether there are any opportunities to implement new fees, based on county cost recovery policies.
- Identify service areas where the County might adjust fees based on the full cost of services and other economic or policy considerations.
- Develop revenue projections based on recommended increases (or decreases) to fees.

The information summarized in this report addresses each of these issues and provides Coconino County with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on general fund revenues.

**STUDY FINDINGS**

While the purpose of this study is to identify the cost of fee-related activities, one of the outcomes of the analysis is to provide a complete picture of the full cost of all services offered. It is necessary to identify all costs, whether fee-related or not, so that there is a fair distribution of all departmental overhead costs (discussed in a previous section of this report) across all activities, thereby ensuring a definitive relationship between the cost of the service and the fee that is charged. No service should be burdened with costs that cannot be directly or indirectly linked to that service. Therefore, the first task in this study is to separate the fee-for-service activities from the non-fee activities. Some non-fee related activities are appropriately funded by general fund monies (or other special revenue or impact fee sources), such as public safety services, public information or capital improvement projects. The costs of these other services are not built into the proposed cost recovery models for user fee services.

The exhibit on the following page displays the costs and revenues of each department, broken out as follows:

**Column A, Total Costs** – Displays the total costs of each department. This includes fee and non-fee related service costs; in total, $18.4 million in costs were considered. Non-fee related service costs account for the majority and are set aside from the analysis.

**Column B, User Fee Costs** – Of the $18.4 million in total costs analyzed, $7.8 million of that total is related to user fee services. It is this $7.8 million that is the focus of this study and represents the total potential for user fee-related revenues for the County.

**Column C, Current Revenues** – Based on current individual fee levels, the County generates fee-related revenues of $4.6 million and is experiencing a 59% cost recovery level. Within each department, current cost recovery levels range from 5% for Public Fiduciary up to 194% for the Assessor’s Office.
**Column D, Subsidy** – Current fee levels recover 59% of full cost, leaving 41% or $3.2 million to be funded by other funding sources. This $3.2 million represents an opportunity for the County to increase fees and revenues, with a corresponding decrease in the subsidization of services. Note, many fee levels are set by statute and cannot be adjusted.

**Column E, Recommend Recovery** – It is estimated that adoption of the recommended cost recovery policy would increase fee revenue to $4,620,929. This would leave the overall cost recovery level unchanged at 59%.

**Column F, Increased Revenue** – $21,853 in potential new revenue could be generated. This would represent a 0.48% increase over the revenue currently being collected for these activities by the County on an annualized basis.

### County of Coconino

**User Fee Revenue Analysis**

**Fiscal Year 2017**

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<th>(A) Total Costs</th>
<th>(B) Costs, User Fee Services</th>
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<th>(E) Cost Recovery Policy</th>
<th>(F) Increased Revenue</th>
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<tbody>
<tr>
<td>Assessor</td>
<td>$2,465,238</td>
<td>$23,771</td>
<td>$46,144</td>
<td>194%</td>
<td>($22,373) -94%</td>
<td>$47,692</td>
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<tr>
<td>Community Development</td>
<td>$4,269,134</td>
<td>$1,930,769</td>
<td>$1,280,485</td>
<td>66%</td>
<td>$650,284 34%</td>
<td>$1,286,232</td>
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<td>$50,024</td>
<td>5%</td>
<td>$929,295 95%</td>
<td>$50,024</td>
</tr>
<tr>
<td>Heath</td>
<td>$103,509</td>
<td>$79,910</td>
<td>$119,005</td>
<td>149%</td>
<td>($39,095) -49%</td>
<td>$119,005</td>
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<td>Birth Certificates</td>
<td>$1,745,076</td>
<td>$499,410</td>
<td>$266,217</td>
<td>53%</td>
<td>$233,193 47%</td>
<td>$267,978</td>
</tr>
<tr>
<td>Clinical</td>
<td>$1,607,080</td>
<td>$991,610</td>
<td>$808,416</td>
<td>49%</td>
<td>$308,000 31%</td>
<td>$683,453</td>
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<td>Environmental Services</td>
<td>$1,119,589</td>
<td>$479,826</td>
<td>$395,742</td>
<td>32%</td>
<td>$84,084 18%</td>
<td>$394,746</td>
</tr>
<tr>
<td>Medical Examiner</td>
<td>$1,119,589</td>
<td>$479,826</td>
<td>$395,742</td>
<td>32%</td>
<td>$84,084 18%</td>
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<td>Parks and Recreation</td>
<td>$2,579,560</td>
<td>$1,042,095</td>
<td>$1,102,280</td>
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<td>($60,185) -6%</td>
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<td>Public Fiduciary</td>
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<td>$848,727</td>
<td>$92,300</td>
<td>11%</td>
<td>$756,427 89%</td>
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<td>Recorder</td>
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<td>$807,928</td>
<td>$455,859</td>
<td>56%</td>
<td>$352,069 44%</td>
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<td>Treasurer</td>
<td>$877,266</td>
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<td>$107,410</td>
<td>82%</td>
<td>$24,204 18%</td>
<td>$121,360</td>
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</table>

**Grand Total:**

- **CURRENT**: $18,364,658
- **RECOMMENDED**: $7,814,978
- **Increase in Revenue**: $4,599,076 59%
- **Funding Transfer**: $3,215,903 41%
- **Recommended Revenue**: $4,620,929 59%
- **Increase in Revenue**: $21,853
METHODOLOGY

A cost-of-service study is comprised of the following basic elements:

- Hourly rates of staff providing the service
- Time spent to provide the service

The product of the hourly rate calculation applied to the time spent yields the cost of providing the fee or service.

HOURLY RATES

The hourly rate methodology used in this study builds indirect costs into county staff hourly salary and benefit rates to arrive at fully burdened hourly rates. Fully burdened hourly rates are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration and countywide support) as “direct” or “indirect” is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that can be attributed specifically to a particular function or activity, including labor, and possibly materials or supplies. Indirect costs are those that support more than one program area and are not easily attributable to specific activities. Examples of indirect costs are departmental administrative and support staff, training and education time, public counter and telephone time, some service and supply costs, and countywide overhead costs from outside of the department as identified in the County’s cost allocation plan.

MGT’s hourly rate calculation methodology includes the following:

Personnel Services Analysis. Each staff classification within the service area is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year’s time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases, a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

Indirect Cost Rate. A ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:

- Indirect Labor – includes compensated absences, administrative and supervisory staff costs.
- Other Operating Expenses – most services and supplies are included as a second layer of indirect cost. There are some service and supply expenses classified as “allowable direct”; these expenditures are not part of the indirect cost rate but will be included as directly supporting specific program areas.
- External Indirect Allocations – this represents countywide overhead (from the County’s cost allocation plan).
Cost Allocation Plan. Many of the costs that support all county programs and services are budgeted in centralized activities such as 1) Finance, which provides accounting and financial reporting, 2) Human Resources, which provides services in support of the County’s workforce, and 3) County Manager, which provides administrative oversight to all county operations. The costs of these activities and other centralized services are considered indirect overhead that support fee-for-service activities, as well as other programs and functions within the County.

**Fully Burdened Hourly Rates.** The rates incorporate all the elements that comprise the hourly rates used in this cost analysis.

- Each direct or operational staff classification is listed, together with the average annual salary.
- The hourly salary rate is calculated by the taking annual salary and dividing by 2,080 available productive hours in a year.
- The benefit rate reflects the average benefit rate multiplied against the salary rate.
- The overhead rate is derived by multiplying the internal and external indirect cost rates against the salary plus benefit rates.

The total combines the salary, benefits and overhead rates. This is the fully burdened rate for each staff classification.

MGT prepared indirect overhead rates and corresponding hourly rate calculations using FY 2017 actual expenditures.

**TIME SPENT**

Once fully burdened hourly rates were developed for county staff, the next step in the process was to identify staff time spent directly on each of the user fee activities. Each staff person involved in the user fee services identified time spent to complete each task associated with all user fee services. Annual volume statistics were also gathered to develop total annual workload information.

**FEE CALCULATIONS AND REVENUE PROJECTIONS**

Given this information, MGT was able to calculate the cost of providing each service, both on a per-unit and total annual basis (per-unit cost multiplied by annual volume equals total annual cost). As mentioned above, costs were calculated by multiplying average time data or per-unit time calculations by the hourly labor rates; additional operating expenses directly associated with certain services were also added in. Finally, if other divisions provided support into certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. Full costs are then compared to current fees and revenues collected, and subsidies (or over-recoveries) are identified. User fee summaries by service area may be seen in Section II of this report.
LEGAL, ECONOMIC & POLICY CONSIDERATIONS

Calculating the true cost of providing county services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is an important factor, other factors must also be given consideration. County decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, as well as the community as a whole.

The following legal, economic and policy issues help illustrate these considerations.

- **State Law.** State law may either establish specific fees, define a not-to-exceed amount, or prohibit fees from being charged for certain services.

- **Economic barriers.** It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.

- **Community benefit.** If a user fee service also benefits the community as a whole (at least to some extent), it is appropriate to subsidize a portion of the fee. Many animal control fees have very moderate cost recovery levels. Some library programs are provided free of charge or for a minimal fee regardless of cost.

- **Private benefit.** If a user fee primarily benefits the fee payer, the fee is typically set at, or close to 100% full cost recovery. Development related fees generally fall into this category; however, exceptions are sometimes made for services such as appeal fees or fees charged exclusively to residential applicants.

- **Service driver.** In conjunction with the third point above, the issue of who is the service recipient versus the service driver should also be considered. For example, code enforcement activities benefit the community as a whole, but the service is driven by the individual or business owner that violates county code.

- **Managing demand.** Elasticity of demand is a factor in pricing certain county services; increasing the price of some services results in a reduction of demand for those services, and vice versa.

- **Competition.** Certain services may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the County's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.

- **Incentives.** Fees can be set low to encourage participation in a service, such as dog licenses or water heater permits.

- **Disincentives.** Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit and fines for excessive false alarms within a one-year period.

The flow chart below helps illustrate the economic and policy considerations listed above.
DECISION-MAKING FLOW CHART

Who Benefits

Type of Service

Tax vs. Fees Policy

Example Services

Community

Public

Mostly Fees & Some Taxes

Sheriff Patrol

Primarily the community with some individual benefits

Public / Private

Mostly taxes & some fees

Code Enforcement Services

Primarily the individual with some community benefits

Private / Public

Mostly fees & some taxes

Youth Sports

Individual benefit only

Private

100% Fees

Development Services
USER FEE SUMMARIES BY DEPARTMENT

The subsequent pages display department results and individual activity analysis. These summaries reflect costs and recommendations for individual services and programs and the various subtotals on these pages directly tie to the exhibit charts discussed earlier in this report.
SECTION II
USER FEE SUMMARIES BY DEPARTMENT
## User Fee Study Summary Sheet

**Coconino County**  
**Assessor (Dept 12)**  
**2017**

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Fee</th>
<th>Annual Volume</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<td>1</td>
<td>Maps - All</td>
<td>per image</td>
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<td>$6</td>
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<td>100%</td>
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<td>flat fee</td>
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<td></td>
<td>$194</td>
<td>$269</td>
<td>72%</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>100%</td>
<td>$269</td>
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<td></td>
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<td>$2,500</td>
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<td>(22,310)</td>
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<td>(22,310)</td>
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<td>0</td>
<td>100%</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Total User Fees**  
$23,771  
$46,144  
$-22,373  
$47,692  
$1,548  
$-23,920

**Total Other Services**  
$2,441,467  
$0  
$2,441,467  
$0  
$0  
$2,441,467

**Department Totals**  
$2,465,238  
$46,144  
$2,419,094  
$47,692  
$1,548  
$2,417,547

**Footnotes**

Per **A.R.S. 39-121.03** the fee or charge for a copy, printout or photograph of a public record to be used for commercial purposes may recover:

1. A portion of the cost to the public body for obtaining the original or copies of the document
2. A reasonable fee for the cost of time, materials, equipment and personnel in producing such reproduction.
3. The value of the reproduction on the commercial market as best determined by the public body.

Data Reports (Svc #8-10) are provided for commercial purposes.
<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
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<th>Recommendations</th>
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<td>1</td>
<td>Abandonment or Reversion to Acreage</td>
<td>P&amp;Z - Flat Fee</td>
<td>-</td>
<td>$720</td>
<td>3,591</td>
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<tr>
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<td>Administrative Permits</td>
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<td>-</td>
<td>$72</td>
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<td>Land Combination (using SPLIT/COMBO form)</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>0%</td>
<td>$-</td>
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<td>-</td>
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<tr>
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<td>Metal Storage Container Permit</td>
<td>P&amp;Z - FREE</td>
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<td>-</td>
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<td>0%</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>7</td>
<td>Sign Permit</td>
<td>P&amp;Z - Flat Fee</td>
<td>-</td>
<td>$72</td>
<td>0%</td>
<td>$-</td>
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<td>$-</td>
<td>-</td>
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<tr>
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<td>Temp Use Permit (Administrative)</td>
<td>P&amp;Z - Flat Fee</td>
<td>-</td>
<td>$72</td>
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<td>$-</td>
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<td>$-</td>
<td>-</td>
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<td>-</td>
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<tr>
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<td>Abandonment or Reversion to Acreage</td>
<td>P&amp;Z - Flat Fee</td>
<td>-</td>
<td>$72</td>
<td>0%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
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<tr>
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<td>Cond Use Permit - Nonconforming Comm Use Expansion</td>
<td>P&amp;Z - Base +</td>
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<td>1,729</td>
<td>8%</td>
<td>$-</td>
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<td>$-</td>
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<td>$644</td>
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<td>$-</td>
<td>$-</td>
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<td>$644</td>
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<td>1,729</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$644</td>
<td>-</td>
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<td>13</td>
<td>Cond Use Permit - Renewal of Existing CUP (not incl SFR's)</td>
<td>P&amp;Z - Flat Fee</td>
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<td>1,729</td>
<td>8%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$644</td>
<td>-</td>
<td>-</td>
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<tr>
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<td>Cond Use Permit - RV &amp; Travel Trailers as Permanent Resident</td>
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<td>Cond Use Permit - Single Fam Residential (incl renewal)</td>
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<td>Plan or Ordinance Amendment</td>
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<td>$179</td>
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<td>Zone Change to G, AR, OS, RR or RS</td>
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<td>Zone Change to MHP, PRD, PC, PS, RC, P, MR</td>
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Coconino County Community Development (Dept 04) 2017

User Fee Study Summary Sheet

1/8/2019 Page 32 of 60
## User Fee Study Summary Sheet

**Coconino County**  
**Community Development (Dept 04)**  
**2017**

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenues</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<tr>
<td>39</td>
<td>Zone Change to RM, CN, CG, CH, MP, M-1, M-2</td>
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<td>$2,521</td>
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**18. | 01/08/2019 | Finance | Resolution 2019-03 adopting revised User Fees**

**1/8/2019 Page 33 of 60**
<table>
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<tr>
<th>Ord</th>
<th>Service Name</th>
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<th>Full Cost</th>
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<td>$159,213</td>
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<td>-</td>
<td>$159,213</td>
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<td>Ord</td>
<td>Service Name</td>
<td>Fee Description</td>
<td>Annual Volume</td>
<td>Current Fee</td>
<td>Full Cost</td>
<td>Current Recovery %</td>
<td>Annual Cost</td>
<td>Annual Revenue</td>
<td>Annual Subsidy</td>
<td>Recovery Level</td>
<td>Fee @ Policy Level</td>
<td>Annual Revenue</td>
<td>Increased Revenue</td>
<td>Recommended Subsidy</td>
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<td>$ 1,273,108</td>
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<td>$ -</td>
<td>$ 1,273,108</td>
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<td>Admin Support to Environmental Quality</td>
<td>EQ Ovhd</td>
<td>1</td>
<td>$ -</td>
<td>$ -</td>
<td>0%</td>
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<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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Total User Fees

- Current: $1,930,769
- Annual: $1,286,232
- Recovery Level: 66%
- Fee @ Policy Level: 34%
- Annual Revenue: $5,747
- Increased Revenue: $644,537
- Recommended Subsidy: 0%

Total Other Services

- Current: $2,338,365
- Annual: $2,338,365
- Recovery Level: 0%
- Fee @ Policy Level: 100%

Department Totals

- Current: $4,269,134
- Annual: $1,286,232
- Recovery Level: 30%
- Fee @ Policy Level: 70%

Footnotes

- Fees described as "Base +" above have a base fee (as shown in the "Current Fee" and "Fee @ Policy Level" columns above, plus an additional fee per lot, acre, or unit. The additional fees are recommended to remain unchanged, and are summarized below:
  6. Cond Use Permit - Commercial Use in Comm/Ind Zone
  7. Cond Use Permit - Commercial Use in G/AR Zones
  9. Cond Use Permit - Multiple Fam Resi (RM) Zone
  10. Cond Use Permit - Nonconforming Comm Use Expansion
  31. Subdivision - Amended Final Plat
  33. Subdivision - Preliminary Plat
  37. Zone Change to G, AR, OS, RR or RS
  38. Zone Change to MHP, PRD, PC, PS, RC, P, MR
  39. Zone Change to RM, CN, CG, CH, MP, M-1, M-2

- Building Plan Review & Permits: The County adopts the building plan review and permit fee schedules outlined in the International Building Code (IBC), which is updated and published every 3 years. The County is currently using the most recently published schedule (2015), and will propose that the Board consider adopting the updated schedule when published in 2018.

- Grading - Commercial: This fee is charged as a base fee of $350 + 1.5% of estimated construction cost. Department Director recommends this fee remain unchanged.
- Subdivision Inspection Fee - County Roads: This fee is charged as a base fee of $350 + 2.0% of estimated construction cost. Department Director recommends this fee remain unchanged.
- Subdivision Inspection Fee - Private Roads: This fee is charged as a base fee of $350 + 1.0% of estimated construction cost. Department Director recommends this fee remain unchanged.
COMMUNITY SERVICES
# User Fee Study Summary Sheet

Coconino County  
Community Services (Dept 34)  
2017

## Current Fee Study Summary Sheet

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Volume Billed</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<td>$-</td>
<td>-</td>
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<td>$8,262</td>
<td>$359</td>
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<td>$359.00</td>
<td>$359</td>
<td>-</td>
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<td>Home Care</td>
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<td>$8,145</td>
<td>-</td>
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<td>$590,469</td>
<td>$-</td>
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<td>-</td>
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<td>7</td>
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<td>BBE/IDA Program - 12 Week Course</td>
<td>Fee per participant</td>
<td>35</td>
<td></td>
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<td>$2,886.57</td>
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<td>$101,030</td>
<td>$4,375</td>
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<td>-</td>
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<td>9</td>
<td>Financial Literacy Workshop - 2 Hour Course</td>
<td>Fee per organization</td>
<td>51</td>
<td>13</td>
<td>$50.00</td>
<td>$780.44</td>
<td>6%</td>
<td>$39,802</td>
<td>$650</td>
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<td>$650</td>
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<td>$39,152</td>
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<td>10</td>
<td>OOH</td>
<td>Non-Fee</td>
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<td>$-</td>
<td>$7,972.11</td>
<td>0%</td>
<td>$7,972</td>
<td>$-</td>
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<td>0%</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>$7,972</td>
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|       | Current Total User Fees             | $979,319             | $50,024       | $929,295     | $50,024    | $0         | $929,295       | $50,024     | $0              | $929,295     | $50,024       | $0         | $929,295       |
|       | % of Full Cost                      | 5%                    | 95%           | 5%            | 95%        | 0%         | 95%            | 5%          | 0%              | 95%          |
|       | Current Total Other Services        | $890,904             | $0            | $890,904     | $0         | $0         | $890,904       | $0          | $0              | $890,904     | $0            | $0         | $890,904       |
|       | % of Full Cost                      | 0%                    | 100%          | 0%            | 100%       | 0%         | 100%           | 0%          | 0%              | 100%         |
|       | Current Department Totals           | $1,870,222            | $50,024       | $1,820,198   | $50,024    | $0         | $1,820,198     | $50,024     | $0              | $1,820,198   | $50,024       | $0         | $1,820,198     |
|       | % of Full Cost                      | 3%                    | 97%           | 3%            | 97%        | 0%         | 97%            | 3%          | 0%              | 97%          |

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**Footnotes**

**Flagstaff Meals, Senior Meals, Senior Trips, Home Care** - The department receives grant funding for these programs, to partially offset costs. The costs for these four programs have been reduced, equivalent to the grant funding amounts for FY17.

**Flagstaff Meals, Senior Meals** - The department requests a suggested donation of $4 for delivered senior meals. The current fees of $1.33 and $1.94 shown above represents the average fee collected, for a total of $36,495 in total meal donations revenue. The suggested donation amount is recommended to remain unchanged.

**Home Care** - Home care fees are currently charged on an hourly rate basis, with the hourly rate adjusted based on the monthly income amount, and capped at $10 per hour. The current fee of $4.86 shown above represents the average fee collected, for a total of $8,145. The department recommends adjustments to this sliding scale, as follows:

- 100% FPL or less donation requested
- 101% FPL to 125% FPL $5 per hour
- 126% FPL to 150% FPL $10 per hour
- 151% FPL to 200% FPL $15 per hour

**Financial Literacy Workshop - 2 Hour Course** - Of the 51 total workshops held, 38 were for county departments and 13 for outside organizations. Per county policy, only the outside organizations were charged a fee for the workshop.
HEALTH

BIRTH CERTIFICATES
## Coconino County
### Birth and Death Certificates 1338-31-
#### 2017

**User Fee Study Summary Sheet**

### Current vs. Annual Recommendations

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Birth Certificate with Change</td>
<td>State</td>
<td>353</td>
<td>$30</td>
<td>$34</td>
<td>89%</td>
<td>$11,893</td>
<td>$10,590</td>
<td>$1,303</td>
<td>89%</td>
<td>$30</td>
<td>$10,590</td>
<td>-</td>
<td>$1,303</td>
</tr>
<tr>
<td>3</td>
<td>Not Certified Copy for External Gov Agency</td>
<td>State</td>
<td>27</td>
<td>$5</td>
<td>$13</td>
<td>40%</td>
<td>$338</td>
<td>$135</td>
<td>$203</td>
<td>40%</td>
<td>$5</td>
<td>$135</td>
<td>-</td>
<td>$203</td>
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</table>

**Total User Fees**

- **$79,910**
- **% of Full Cost**: **149%**
- **$119,005**
- **% of Full Cost**: **149%**

**Total Other Services**

- **$23,598**
- **% of Full Cost**: **0%**
- **$0**
- **% of Full Cost**: **0%**

**Department Totals**

- **$103,509**
- **% of Full Cost**: **115%**
- **$119,005**
- **% of Full Cost**: **115%**

### Footnotes

- Per Unit Annual

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### Current Recommendations

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Recovery</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<tbody>
<tr>
<td>1 Teen Clinic ages 18-19</td>
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<td>$277</td>
<td>0%</td>
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<td>-</td>
<td>$277</td>
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<td>$257</td>
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<td>2 Teen Clinic ages 13-17</td>
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<td>0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$277</td>
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<td>Base +</td>
<td>$33</td>
<td>0%</td>
<td>$33</td>
<td>-</td>
<td>$33</td>
<td>91%</td>
<td>30</td>
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<td>3</td>
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<tr>
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<td>0%</td>
<td>$33</td>
<td>-</td>
<td>$33</td>
<td>30%</td>
<td>10</td>
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<td>23</td>
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<td>-</td>
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<td>$167</td>
<td>0%</td>
<td>$167</td>
<td>-</td>
<td>$167</td>
<td>90%</td>
<td>150</td>
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<td>150</td>
<td>150</td>
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<td>0%</td>
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<td>-</td>
<td>$167</td>
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<td>23 Office/Outpatient Visit (new)</td>
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<td>$167</td>
<td>0%</td>
<td>$167</td>
<td>-</td>
<td>$167</td>
<td>90%</td>
<td>150</td>
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<tr>
<td>24 Office/Outpatient Visit (est patient)</td>
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<td>0%</td>
<td>$131</td>
<td>-</td>
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<td>95%</td>
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<td>11,151</td>
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<td>55%</td>
<td>$131,546</td>
<td>72,450</td>
<td>59,096</td>
<td>55%</td>
<td>150</td>
<td>72,450</td>
<td>-</td>
<td>59,096</td>
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</tr>
<tr>
<td>32 Sexual Health Medical/Return Visit</td>
<td>Sliding Scale</td>
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<td>57%</td>
<td>$42,862</td>
<td>24,420</td>
<td>18,442</td>
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<td>125</td>
<td>27,750</td>
<td>3,330</td>
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</tr>
<tr>
<td>33 IUD Insertion</td>
<td>Base +</td>
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<td>81%</td>
<td>$295</td>
<td>240</td>
<td>55</td>
<td>81%</td>
<td>80</td>
<td>240</td>
<td>-</td>
<td>55</td>
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<td>34 Pregnancy Testing Only</td>
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<td>$61</td>
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<td>35 TB Skin Testing</td>
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<td>16,593</td>
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<td>37 Child Immunization Administration</td>
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<td>21</td>
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</table>
**User Fee Study Summary Sheet**

**Coconino County**  
**Clinic Services - Div 3030 & 3070**  
**2017**

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<tr>
<td>38</td>
<td>Flu Immunization</td>
<td>Base +</td>
<td>1,004</td>
<td>$30</td>
<td>$55</td>
<td>55%</td>
<td>$54,888</td>
<td>$30,120</td>
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<td>$30</td>
<td>$30,120</td>
<td>-</td>
<td>$24,768</td>
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<td>Adult Immunization Administration</td>
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<td>573</td>
<td>$77</td>
<td>$73</td>
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<td>$44,121</td>
<td>(2,396)</td>
<td>82%</td>
<td>$60</td>
<td>$34,380</td>
<td>(9,741)</td>
<td>7,345</td>
</tr>
<tr>
<td>41</td>
<td>Travel Consult (Initial)</td>
<td>Base +</td>
<td>330</td>
<td>$70</td>
<td>$115</td>
<td>61%</td>
<td>$37,961</td>
<td>$23,100</td>
<td>$14,861</td>
<td>61%</td>
<td>$70</td>
<td>$23,100</td>
<td>-</td>
<td>$14,861</td>
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<tr>
<td>42</td>
<td>Travel Consult (Follow-up)</td>
<td>Base +</td>
<td>146</td>
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<td>$96</td>
<td>39%</td>
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<td>$5,402</td>
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<td>$30</td>
<td>$4,380</td>
<td>(1,022)</td>
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<tr>
<td>44</td>
<td>IUD Removal</td>
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<td>$43</td>
<td>$167</td>
<td>26%</td>
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<td>$124</td>
<td>24%</td>
<td>$40</td>
<td>$40</td>
<td>(3)</td>
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<tr>
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<td>Subdermal Implant Insertion</td>
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<td>1</td>
<td>$105</td>
<td>$180</td>
<td>58%</td>
<td>$180</td>
<td>$105</td>
<td>$75</td>
<td>58%</td>
<td>$105</td>
<td>$105</td>
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<td>46</td>
<td>Subdermal Implant Removal</td>
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<td>60%</td>
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<td>$100</td>
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**Footnotes**

**Total User Fees**  
Per Unit: $499,410  
Annual: $267,933

**Total Other Services**  
Per Unit: $1,245,666  
Annual: $0

**Department Totals**  
Per Unit: $1,745,076  
Annual: $267,933

---

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HEALTH

ENVIRONMENTAL SERVICES
## User Fee Study Summary Sheet

### Coconino County
Environmental Services - Div 3040
2017

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
<th>Increased Revenue</th>
<th>Recommended subsidy</th>
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<td>1</td>
<td>Public Nusiance Complaint</td>
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<td>-</td>
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<td>-</td>
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<td>0%</td>
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<td>$8</td>
<td>152%</td>
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<td>$12</td>
<td>-</td>
<td>100%</td>
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<td>-</td>
<td>100%</td>
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<td>$8</td>
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<td>100%</td>
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## User Fee Study Summary Sheet

### Coconino County
**Environmental Services - Div 3040**

### 2017

| Ord | Service Name | Fee Description | Annual Volume | Current Fee | Full Cost | Current Recovery % | Annual Cost | Annual Revenue | Annual Subsidy | Recovery Level | Fee @ Policy Level | Annual Revenue | Increased Revenue | Recommended
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<tbody>
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<td>80%</td>
<td>$310</td>
<td>$620</td>
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<td>$155</td>
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<tr>
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<td>80%</td>
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<td>$300</td>
<td>-</td>
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<td>$115</td>
<td>$115</td>
<td>-</td>
<td>$56</td>
</tr>
<tr>
<td>42</td>
<td>1 Event-Temp Food Svc For Profit</td>
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<td>9</td>
<td>$90</td>
<td>$97</td>
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<td>$810</td>
<td>$66</td>
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<td>$90</td>
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<tr>
<td>43</td>
<td>Multi Event-Temp Food Svc For Profit</td>
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<td>$106</td>
<td>75%</td>
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<td>-</td>
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<td>56</td>
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<tr>
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<td>24</td>
<td>$120</td>
<td>$304</td>
<td>39%</td>
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<td>$2,880</td>
<td>$4,427</td>
<td>39%</td>
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<td>4,427</td>
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<td>58</td>
<td>Multiple Dogs (up to and including 20 dogs all altered)</td>
<td>AM License</td>
<td>26</td>
<td>$90</td>
<td>$304</td>
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<td>$2,340</td>
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<tr>
<td>59</td>
<td>Dog License Late Fee (up to 1 year delinquent)</td>
<td>AM Statute</td>
<td>204</td>
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<td>$44</td>
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<td>$8,986</td>
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<tr>
<td>60</td>
<td>Dog License Late Fee (more than 1 year delinquent)</td>
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<td>$12</td>
<td>$44</td>
<td>27%</td>
<td>$1,101</td>
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<td>$264</td>
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<td>$132</td>
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<td>$132</td>
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<td>Penalty for Lapsed License 1-30 Days</td>
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<td>-</td>
<td>-</td>
<td>0%</td>
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<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>63</td>
<td>Penalty for Lapsed License 31-60 Days</td>
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<td>-</td>
<td>0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
<td>-</td>
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<td>64</td>
<td>Penalty for Lapsed License 61+ Days</td>
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<td>-</td>
<td>0%</td>
<td>-</td>
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<td>65</td>
<td>Rabies Payments (3)</td>
<td>AM At Cost</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>66</td>
<td>Kennel/Pet Shop Plan Review</td>
<td>AM Review</td>
<td>1</td>
<td>$360</td>
<td>$1,111</td>
<td>32%</td>
<td>$1,111</td>
<td>$360</td>
<td>$751</td>
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<td>-</td>
<td>751</td>
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<td>67</td>
<td>Kennel License</td>
<td>AM License</td>
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<td>$200</td>
<td>$874</td>
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<td>$5,242</td>
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<td>23%</td>
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<td>-</td>
<td>4,042</td>
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<tr>
<td>68</td>
<td>Pet Shop Permit/License</td>
<td>AM License</td>
<td>5</td>
<td>$265</td>
<td>$967</td>
<td>27%</td>
<td>$4,835</td>
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<td>27%</td>
<td>$265</td>
<td>$1,325</td>
<td>-</td>
<td>3,510</td>
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<tr>
<td>69</td>
<td>Preopening Inspection (kennel, shelter, pet store)</td>
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<td>$285</td>
<td>$1,038</td>
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<td>$1,038</td>
<td>$285</td>
<td>$753</td>
<td>27%</td>
<td>$285</td>
<td>$285</td>
<td>-</td>
<td>753</td>
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<tr>
<td>70</td>
<td>Additional Follow Up Inspections</td>
<td>AM Fee</td>
<td>1</td>
<td>$175</td>
<td>$680</td>
<td>26%</td>
<td>$680</td>
<td>$175</td>
<td>$505</td>
<td>26%</td>
<td>$175</td>
<td>$175</td>
<td>-</td>
<td>505</td>
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<tr>
<td>71</td>
<td>Animal Impound Redemption 1st</td>
<td>AM Penalty</td>
<td>87</td>
<td>$50</td>
<td>$206</td>
<td>24%</td>
<td>$17,881</td>
<td>$4,350</td>
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<td>$4,350</td>
<td>-</td>
<td>13,531</td>
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<td>72</td>
<td>Animal Impound Redemption 2nd</td>
<td>AM Penalty</td>
<td>26</td>
<td>$100</td>
<td>$206</td>
<td>49%</td>
<td>$5,344</td>
<td>$2,600</td>
<td>$2,744</td>
<td>49%</td>
<td>100</td>
<td>$2,600</td>
<td>-</td>
<td>2,744</td>
</tr>
</tbody>
</table>

18. | 01/08/2019 | Finance | Resolution 2019-03 adopting revised User Fees
### User Fee Study Summary Sheet

Coconino County  
Environmental Services - Div 3040  
2017

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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</thead>
<tbody>
<tr>
<td>73</td>
<td>Animal Impound Redemption 3rd</td>
<td>AM Penalty</td>
<td>3</td>
<td>$200</td>
<td>$206</td>
<td>97%</td>
<td>$617</td>
<td>$600</td>
<td>$17</td>
<td>97%</td>
<td>$200</td>
<td>$600</td>
<td>$-200</td>
<td>$17</td>
</tr>
<tr>
<td>74</td>
<td>Animal Impound Redemption 4th</td>
<td>AM Penalty</td>
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<td>$400</td>
<td>$206</td>
<td>195%</td>
<td>$206</td>
<td>$400</td>
<td>(194)</td>
<td>195%</td>
<td>$400</td>
<td>(194)</td>
<td>$0</td>
<td>$-376</td>
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</table>

Total User Fees $991,610 $683,610 $308,000 $683,453 $-157 $308,157

Total Other Services $615,470 $0 $615,470 $0 $0 $615,470

Department Totals $1,607,080 $683,610 $923,470 $683,453 $-157 $923,627

% of Full Cost 69% 31% 69% 0% 31%

% of Full Cost 69% 31% 69% 0% 31%

% of Full Cost 69% 31% 69% 0% 31%

% of Full Cost 43% 57% 43% 0% 57%

### Footnotes

Penalties for lapsed licences (for Environmental Health or Animal Management establishments) are proposed for Board consideration/discussion.

1. Co-located license: A co-located license can be used for additional licensed food service operations under the same ownership and within the same facility (i.e., a type 3 restaurant with a bar) or a type 3 with a catering license or mobile food business with more than one vehicle.

2. 50% penalty in addition to the normal plan review fee. The normal plan review fee varies depending on the type of plan review.

3. At cost incurred.
HEALTH

MEDICAL EXAMINER
<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenues</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<tr>
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<td>Autopsy Report Copy</td>
<td>Fee</td>
<td>24</td>
<td>$10</td>
<td>$11</td>
<td>87%</td>
<td>$276</td>
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<td>$36</td>
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<tr>
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<td>4</td>
<td>Autopsy Standard</td>
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<td>$88,854</td>
<td>$92,072</td>
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<td>Autopsy (Std &amp; Ext) Statute</td>
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## User Fee Study Summary Sheet

### Coconino County Medical Examiner 1331-31-3080 2017

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<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<tr>
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<td>% of Full Cost</td>
<td></td>
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<td>% of Full Cost</td>
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### Footnotes

- All fees above, set at 100% of cost (excludes Cremation Authorization), are charged to out-of-county agencies.
- Hourly Rates for Additional Activities:
  - Forensic Investigator: $6.58 Per person materials $13.00
  - Administrative Manager: $81.25 Per Autopsy $266.00
  - Medical Examiner: $303.30
- All fee calculations include an adjustment for equipment replacement. The adjustment totals $19,962 and adds approximately 2.2% of additional costs.
- Death Certificates include various types including Fetal. Amended, Corrected and Amended or Corrected Fetal
- The Toxicology Admin fee is charged in addition to the actual cost of the lab expense. Lab fees will vary, but the typical fee is $210.
## User Fee Study Summary Sheet

**County of Coconino**  
Parks & Recreation (Dept 26)  
2017

### Current Recommendations

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Annual Cost</th>
<th>Annual Recovery</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<td>Fee @ Policy Level</td>
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Total User Fees $1,354,065 $1,102,280 $251,785 $1,102,280 $0 $251,785

% of Full Cost 81% 19%

Total Other Services $1,225,494 $0 $1,225,494 $0 $0 $1,225,494

% of Full Cost 0% 100%

Department Totals $2,579,560 $1,102,280 $1,477,280 $1,102,280 $0 $1,477,280

% of Full Cost 43% 57%

Footnotes
## User Fee Study Summary Sheet

### Coconino County
**Public Fiduciary - 1001-33-1617**

**2017**

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Volume Billed</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
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<td>$7,719</td>
</tr>
<tr>
<td>7</td>
<td>Indigent Burials</td>
<td>Flat Fee</td>
<td>15</td>
<td>15</td>
<td>$750</td>
<td>$1,393</td>
<td>54%</td>
<td>$20,899</td>
<td>$11,250</td>
<td>$9,649</td>
<td>54%</td>
<td>$750</td>
<td>$11,250</td>
<td>$9,649</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Sale of Real Property</td>
<td>Flat Fee</td>
<td>-</td>
<td>-</td>
<td>$200</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$200</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>9</td>
<td>Hourly Assessment for Professional Services</td>
<td>Hourly</td>
<td>-</td>
<td>-</td>
<td>$52</td>
<td>$66</td>
<td>79%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$52</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>10</td>
<td>Guardianship/Conservatorship/Representative Payee</td>
<td>Monthly</td>
<td>1,380</td>
<td>1,344</td>
<td>$50</td>
<td>$522</td>
<td>10%</td>
<td>$720,491</td>
<td>$67,200</td>
<td>$653,291</td>
<td>10%</td>
<td>$50</td>
<td>$67,200</td>
<td>$653,291</td>
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</tbody>
</table>

**Footnotes**

**Hourly Assessment for Professional Services** - The fee calculations above are based on average hourly rates for the three positions listed below (calculated by weighting the individual hourly rate by classification by the number of FTE within each.

A breakdown of the hourly rates by classification are as follows:

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Current Rate</th>
<th>Proposed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed Fiduciary (E)</td>
<td>$56.00</td>
<td>$62.34</td>
</tr>
<tr>
<td>Accounting Tech II</td>
<td>$49.55</td>
<td>$38.07</td>
</tr>
<tr>
<td>Public Fiduciary (E)</td>
<td>$66.10</td>
<td>$107.76</td>
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</tbody>
</table>

**Current Recommendations**

**Total User Fees**

<table>
<thead>
<tr>
<th>Current</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$848,727</td>
<td>$756,427</td>
</tr>
</tbody>
</table>

**% of Full Cost**

<table>
<thead>
<tr>
<th>Current</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>11%</td>
<td>89%</td>
</tr>
</tbody>
</table>

**Total Other Services**

<table>
<thead>
<tr>
<th>Current</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**% of Full Cost**

<table>
<thead>
<tr>
<th>Current</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>0%</td>
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</tbody>
</table>

**Department Totals**

<table>
<thead>
<tr>
<th>Current</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$848,727</td>
<td>$756,427</td>
</tr>
</tbody>
</table>

**% of Full Cost**

<table>
<thead>
<tr>
<th>Current</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>11%</td>
<td>89%</td>
</tr>
</tbody>
</table>
## User Fee Study Summary Sheet

### Coconino County
**Recorder - 05-1910**

**2017**

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Fee @ Policy Level</th>
<th>Recovery Level</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recording Fee - 1st 5 pages</td>
<td>A.R.S. 11-475</td>
<td>32,532</td>
<td>10.00$</td>
<td>$10.77</td>
<td>93%</td>
<td>$350,287</td>
<td>$325,320</td>
<td>$24,967</td>
<td>93%</td>
<td>$10.00</td>
</tr>
<tr>
<td>2</td>
<td>Recording &gt; 5 pages, each additional page</td>
<td>A.R.S. 11-475</td>
<td>95,992</td>
<td>1.00$</td>
<td>$2.15</td>
<td>46%</td>
<td>$206,718</td>
<td>$95,992</td>
<td>$110,726</td>
<td>46%</td>
<td>$1.00</td>
</tr>
<tr>
<td>3</td>
<td>Affidavit of Value</td>
<td>A.R.S. 11-475</td>
<td>5,812</td>
<td>2.00$</td>
<td>$37.44</td>
<td>5%</td>
<td>$217,575</td>
<td>$11,624</td>
<td>$205,951</td>
<td>5%</td>
<td>$2.00</td>
</tr>
<tr>
<td>4</td>
<td>Mult Transactions - Add'l Releases</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$3.00</td>
<td>$6.64</td>
<td>46%</td>
<td>$11,364</td>
<td>$5,277</td>
<td>$6,087</td>
<td>46%</td>
<td>$3.00</td>
</tr>
<tr>
<td>5</td>
<td>Mult Transactions - &gt; 1 Title on a Doc</td>
<td>A.R.S. 11-475</td>
<td>1,759</td>
<td>$3.00</td>
<td>$6.64</td>
<td>46%</td>
<td>$11,364</td>
<td>$5,277</td>
<td>$6,087</td>
<td>46%</td>
<td>$3.00</td>
</tr>
<tr>
<td>6</td>
<td>Mult Transactions - Disclosure of Beneficiaries</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$3.00</td>
<td>$6.64</td>
<td>46%</td>
<td>$11,364</td>
<td>$5,277</td>
<td>$6,087</td>
<td>46%</td>
<td>$3.00</td>
</tr>
<tr>
<td>7</td>
<td>Financing Statement</td>
<td>A.R.S. 11-475</td>
<td>24</td>
<td>$10.00</td>
<td>$10.77</td>
<td>93%</td>
<td>$258</td>
<td>$240</td>
<td>$18</td>
<td>93%</td>
<td>$10.00</td>
</tr>
<tr>
<td>8</td>
<td>Fin Statement - Secured Real Property</td>
<td>A.R.S. 11-475</td>
<td>94</td>
<td>$13.00</td>
<td>$10.77</td>
<td>121%</td>
<td>$1,012</td>
<td>$1,222</td>
<td>($210)</td>
<td>121%</td>
<td>$13.00</td>
</tr>
<tr>
<td>9</td>
<td>Fin Statement - Assignment Only</td>
<td>A.R.S. 11-475</td>
<td>7</td>
<td>$10.00</td>
<td>$10.77</td>
<td>93%</td>
<td>$75</td>
<td>$70</td>
<td>$5</td>
<td>93%</td>
<td>$10.00</td>
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<tr>
<td>10</td>
<td>Fin Statement - Assignment &amp; Real Property</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$13.00</td>
<td>$10.77</td>
<td>121%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>121%</td>
<td>$13.00</td>
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<tr>
<td>11</td>
<td>Fin Statement - Continuation, Assign or Amend</td>
<td>A.R.S. 11-475</td>
<td>33</td>
<td>$10.00</td>
<td>$10.77</td>
<td>93%</td>
<td>$355</td>
<td>$330</td>
<td>$25</td>
<td>93%</td>
<td>$10.00</td>
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<tr>
<td>12</td>
<td>Fin Statement - With Secured Real Property</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>-</td>
<td>$10.77</td>
<td>0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>13</td>
<td>Fin Statement - Satisfaction, Termination or Release</td>
<td>A.R.S. 11-475</td>
<td>65</td>
<td>$10.00</td>
<td>$10.77</td>
<td>93%</td>
<td>$700</td>
<td>$650</td>
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<td>93%</td>
<td>$10.00</td>
</tr>
<tr>
<td>14</td>
<td>Lien Searches</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$10.00</td>
<td>$4.31</td>
<td>232%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>232%</td>
<td>$10.00</td>
</tr>
<tr>
<td>15</td>
<td>Lien Searches - per finding</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$1.00</td>
<td>$4.31</td>
<td>23%</td>
<td>-</td>
<td>-</td>
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<td>16</td>
<td>Lien Searches - each copy</td>
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<td>-</td>
<td>$1.00</td>
<td>$4.31</td>
<td>23%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>23%</td>
<td>$1.00</td>
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<td>17</td>
<td>Affidavit of Labor of Work Performed</td>
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<td>4</td>
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<td>139%</td>
<td>$43</td>
<td>$60</td>
<td>($17)</td>
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<td>$10.77</td>
<td>93%</td>
<td>$43</td>
<td>$40</td>
<td>$3</td>
<td>93%</td>
<td>$10.00</td>
</tr>
<tr>
<td>19</td>
<td>Government Agencies - 1st 5 pages</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$8.00</td>
<td>$10.77</td>
<td>74%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>74%</td>
<td>$8.00</td>
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<tr>
<td>20</td>
<td>Government Agencies - &gt; 5 pages, ea add'l page</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$0.50</td>
<td>$10.77</td>
<td>5%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5%</td>
<td>$0.50</td>
</tr>
<tr>
<td>21</td>
<td>Maps and Plats</td>
<td>A.R.S. 11-481</td>
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<td>$10.77</td>
<td>223%</td>
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<td>$6,720</td>
<td>($3,705)</td>
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<tr>
<td>22</td>
<td>Maps and Plats - ea add'l map page</td>
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<td>$20.00</td>
<td>$10.77</td>
<td>186%</td>
<td>$506</td>
<td>$940</td>
<td>($434)</td>
<td>186%</td>
<td>$20.00</td>
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<tr>
<td>23</td>
<td>Maps and Plats - Govt Agencies</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$14.00</td>
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<td>130%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>130%</td>
<td>$14.00</td>
</tr>
<tr>
<td>24</td>
<td>Maps and Plats - Govt Agencies - ea add'l map page</td>
<td>A.R.S. 11-475</td>
<td>-</td>
<td>$10.00</td>
<td>$10.77</td>
<td>93%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>93%</td>
<td>$10.00</td>
</tr>
<tr>
<td>25</td>
<td>Copies of Recordings</td>
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<td>1,951</td>
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<td>$4.31</td>
<td>23%</td>
<td>$8,403</td>
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<tr>
<td>26</td>
<td>Copies of Recordings for Govt Agencies</td>
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<td>27</td>
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<tr>
<td>27</td>
<td>Certification of Document</td>
<td>A.R.S. 11-475</td>
<td>694</td>
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<td>$4.31</td>
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<td>$2,898</td>
<td>$2,082</td>
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<td>70%</td>
<td>$3.00</td>
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<tr>
<td>28</td>
<td>Certification of Document - Govt Agencies</td>
<td>A.R.S. 11-475</td>
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<td>$1.50</td>
<td>$4.31</td>
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<td>35%</td>
<td>$1.50</td>
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<tr>
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<td>Copies of Maps</td>
<td>per copy</td>
<td>49</td>
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<td>$6.64</td>
<td>77%</td>
<td>$317</td>
<td>$245</td>
<td>$72</td>
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<tr>
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<td>Mylar Copies of Maps</td>
<td>per copy</td>
<td>-</td>
<td>$5.00</td>
<td>$6.64</td>
<td>77%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>77%</td>
<td>$5.00</td>
</tr>
<tr>
<td>31</td>
<td>CD Images</td>
<td>per image</td>
<td>154,028</td>
<td>$0.02</td>
<td>$0.03</td>
<td>74%</td>
<td>$4,146</td>
<td>$3,081</td>
<td>$1,066</td>
<td>74%</td>
<td>$0.02</td>
</tr>
</tbody>
</table>
### User Fee Study Summary Sheet

#### Coconino County

**Recorder - 05-1910**

**2017**

<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenue2</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total User Fees</td>
<td></td>
<td></td>
<td>$807,928</td>
<td>$455,859</td>
<td>$352,069</td>
<td>$455,859</td>
<td>56%</td>
<td>44%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>% of Full Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Other Services</td>
<td></td>
<td></td>
<td>$71,330</td>
<td>$0</td>
<td>$71,330</td>
<td>$0</td>
<td>0%</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>% of Full Cost</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Department Totals</td>
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<td>$879,257</td>
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<td>$423,399</td>
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<td>52%</td>
<td>48%</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>% of Full Cost</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Footnotes**

1. Recording Fee - 1st 5 pages
   Of the $10 fee collected, $1 is collected for postage, leaving the remaining $9 charged for the document recordation.

17. Affidavit of Labor of Work Performed
   $5 of the $15 fee is passed through to the State; $10 of this fee is kept by the County.
<table>
<thead>
<tr>
<th>Ord</th>
<th>Service Name</th>
<th>Fee Description</th>
<th>Annual Volume</th>
<th>Current Fee</th>
<th>Full Cost</th>
<th>Current Recovery %</th>
<th>Annual Cost</th>
<th>Annual Revenue</th>
<th>Annual Subsidy</th>
<th>Recovery Level</th>
<th>Fee @ Policy Level</th>
<th>Annual Revenues</th>
<th>Increased Revenue</th>
<th>Recommended Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Over the Counter Tax Lien List</td>
<td>Flat Fee</td>
<td>1</td>
<td>$30.00</td>
<td>$62.16</td>
<td>48%</td>
<td>$62</td>
<td>$30</td>
<td>32</td>
<td>97%</td>
<td>$60.00</td>
<td>$60</td>
<td>$30</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Internet Auction Sales Fee</td>
<td>Flat Fee</td>
<td>1,014</td>
<td>$10.00</td>
<td>$17.45</td>
<td>57%</td>
<td>$17.695</td>
<td>$10.14</td>
<td>7,555</td>
<td>57%</td>
<td>$10.00</td>
<td>$10.14</td>
<td>-</td>
<td>7,555</td>
</tr>
<tr>
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<td>Internet Tax Lien Auction List</td>
<td>Flat Fee</td>
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<td>$50.00</td>
<td>$178.83</td>
<td>28%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>45%</td>
<td>$80.00</td>
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<tr>
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<td>Endorsement (per certificate) A.R.S. 42-18121</td>
<td>Statute</td>
<td>904</td>
<td>$25.00</td>
<td>$13.79</td>
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<td>(10,135)</td>
<td>181%</td>
<td>$25.00</td>
<td>$22.60</td>
<td>-</td>
<td>(10,135)</td>
</tr>
<tr>
<td>5</td>
<td>Lien Transfer (per certificate) A.R.S. 42-18122</td>
<td>Statute</td>
<td>21</td>
<td>$10.00</td>
<td>$7.45</td>
<td>134%</td>
<td>$156</td>
<td>$210</td>
<td>(54)</td>
<td>134%</td>
<td>$10.00</td>
<td>$210</td>
<td>-</td>
<td>(54)</td>
</tr>
<tr>
<td>6</td>
<td>Redemption (per certificate) A.R.S. 42-18154</td>
<td>Statute</td>
<td>874</td>
<td>$25.00</td>
<td>$27.58</td>
<td>91%</td>
<td>$24.103</td>
<td>$21.850</td>
<td>2,253</td>
<td>91%</td>
<td>$25.00</td>
<td>$21.850</td>
<td>-</td>
<td>2,253</td>
</tr>
<tr>
<td>7</td>
<td>Duplicate C.O.P.(per certificate) A.R.S. 42-18120</td>
<td>Statute</td>
<td>-</td>
<td>$15.00</td>
<td>$6.89</td>
<td>218%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>218%</td>
<td>$15.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Certificate of Purchase (per certificate) A.R.S. 42-18118</td>
<td>Statute</td>
<td>880</td>
<td>$25.00</td>
<td>$27.58</td>
<td>91%</td>
<td>$24.268</td>
<td>$22.00</td>
<td>2,268</td>
<td>91%</td>
<td>$25.00</td>
<td>$22.00</td>
<td>-</td>
<td>2,268</td>
</tr>
<tr>
<td>9</td>
<td>County Treasurer's Deed (per parcel) A.R.S. 42-18205</td>
<td>Statute</td>
<td>39</td>
<td>$50.00</td>
<td>$29.80</td>
<td>168%</td>
<td>$1,162</td>
<td>$1,950</td>
<td>(788)</td>
<td>168%</td>
<td>$50.00</td>
<td>$1,950</td>
<td>-</td>
<td>(788)</td>
</tr>
<tr>
<td>10</td>
<td>Taxpayer Information Fund (per tax lien) A.R.S. 42-18116</td>
<td>Statute - Fixed</td>
<td>880</td>
<td>$10.00</td>
<td>$14.90</td>
<td>67%</td>
<td>$13,114</td>
<td>$8,800</td>
<td>4,314</td>
<td>67%</td>
<td>$10.00</td>
<td>$8,800</td>
<td>-</td>
<td>4,314</td>
</tr>
<tr>
<td>11</td>
<td>Assignment From State (per assessed item) A.R.S. 42-18122</td>
<td>Statute - Fixed</td>
<td>-</td>
<td>$10.00</td>
<td>$13.79</td>
<td>73%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>73%</td>
<td>$10.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12</td>
<td>Treasurer's Deed (per parcel) A.R.S. 42-18262</td>
<td>Statute</td>
<td>-</td>
<td>$50.00</td>
<td>$67.06</td>
<td>75%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>75%</td>
<td>$50.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13</td>
<td>Bidder Portfolio - Individual</td>
<td>Flat Fee</td>
<td>-</td>
<td>$25.00</td>
<td>$117.06</td>
<td>21%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>43%</td>
<td>$50.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14</td>
<td>Excess Proceeds</td>
<td>New Fee</td>
<td>17</td>
<td>-</td>
<td>$112.24</td>
<td>0%</td>
<td>$1,908</td>
<td>-</td>
<td>$1,908</td>
<td>36%</td>
<td>$40.00</td>
<td>$680</td>
<td>680</td>
<td>1,228</td>
</tr>
<tr>
<td>15</td>
<td>Fax</td>
<td>Flat Fee</td>
<td>-</td>
<td>$5.00</td>
<td>$21.82</td>
<td>23%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>23%</td>
<td>$5.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Tax Notice - for other than owner</td>
<td>Flat Fee</td>
<td>2</td>
<td>$5.00</td>
<td>$10.91</td>
<td>46%</td>
<td>$22</td>
<td>$10</td>
<td>12</td>
<td>46%</td>
<td>$5.00</td>
<td>$10</td>
<td>-</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>Research Fee - 1/2 hour minimum</td>
<td>Per Hour</td>
<td>2</td>
<td>$80.00</td>
<td>$99.59</td>
<td>80%</td>
<td>$199</td>
<td>$160</td>
<td>39</td>
<td>100%</td>
<td>$100.00</td>
<td>$200</td>
<td>40</td>
<td>(1)</td>
</tr>
<tr>
<td>18</td>
<td>Downwind Copies A.R.S. 39-122</td>
<td>Statute</td>
<td>30</td>
<td>-</td>
<td>$50.70</td>
<td>0%</td>
<td>$1,521</td>
<td>-</td>
<td>$1,521</td>
<td>0%</td>
<td>$0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>19</td>
<td>Penalty Fee - Delinquent Taxes A.R.S. 42-18107</td>
<td>Statute</td>
<td>1,252</td>
<td>$5.00</td>
<td>$22.35</td>
<td>22%</td>
<td>$27,986</td>
<td>$6,260</td>
<td>21,726</td>
<td>22%</td>
<td>$5.00</td>
<td>$6,260</td>
<td>-</td>
<td>21,726</td>
</tr>
<tr>
<td>20</td>
<td>Returned Check Fee</td>
<td>Per Check</td>
<td>44</td>
<td>$25.00</td>
<td>$37.13</td>
<td>67%</td>
<td>$1,634</td>
<td>$1,100</td>
<td>534</td>
<td>67%</td>
<td>$25.00</td>
<td>$1,100</td>
<td>-</td>
<td>534</td>
</tr>
<tr>
<td>21</td>
<td>Postage &amp; Handling, if applicable</td>
<td>Per Doc</td>
<td>-</td>
<td>$15.00</td>
<td>$13.69</td>
<td>110%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>110%</td>
<td>$15.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>22</td>
<td>Tax Master File</td>
<td>Comm Value</td>
<td>32</td>
<td>$300.00</td>
<td>$67.54</td>
<td>444%</td>
<td>$2,161</td>
<td>$9,600</td>
<td>(7,439)</td>
<td>444%</td>
<td>$300.00</td>
<td>$9,600</td>
<td>-</td>
<td>(7,439)</td>
</tr>
<tr>
<td>23</td>
<td>Account Balance Extract</td>
<td>Comm Value</td>
<td>8</td>
<td>$300.00</td>
<td>$89.73</td>
<td>334%</td>
<td>$718</td>
<td>$2,400</td>
<td>(1,682)</td>
<td>334%</td>
<td>$300.00</td>
<td>$2,400</td>
<td>-</td>
<td>(1,682)</td>
</tr>
<tr>
<td>24</td>
<td>CP Buyers Name &amp; Address List</td>
<td>Comm Value</td>
<td>-</td>
<td>$150.00</td>
<td>$45.71</td>
<td>336%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>336%</td>
<td>$150.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>Bidder Portfolio - For All Investors</td>
<td>Comm Value</td>
<td>1</td>
<td>$300.00</td>
<td>$104.32</td>
<td>288%</td>
<td>$104</td>
<td>$300</td>
<td>(196)</td>
<td>479%</td>
<td>$500.00</td>
<td>$500</td>
<td>200</td>
<td>(396)</td>
</tr>
<tr>
<td>26</td>
<td>Delinquent Tax List</td>
<td>Comm Value</td>
<td>26</td>
<td>-</td>
<td>$89.73</td>
<td>0%</td>
<td>$2,333</td>
<td>-</td>
<td>$2,333</td>
<td>557%</td>
<td>$500.00</td>
<td>$13,000</td>
<td>13,000</td>
<td>(10,667)</td>
</tr>
<tr>
<td>Service Name</td>
<td>Fee Description</td>
<td>Annual Volume</td>
<td>Current Fee</td>
<td>Full Cost</td>
<td>Current Recovery %</td>
<td>Annual Cost</td>
<td>Annual Revenue</td>
<td>Annual Subsidy</td>
<td>Recovery Level</td>
<td>Fee @ Policy Level</td>
<td>Annual Revenue</td>
<td>Increased Revenue</td>
<td>Recommended Subsidy</td>
<td></td>
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<td>--------------</td>
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<td></td>
</tr>
<tr>
<td>Total User Fees</td>
<td></td>
<td></td>
<td>$131,614</td>
<td>$107,410</td>
<td>82%</td>
<td>$24,204</td>
<td>$121,360</td>
<td>$13,950</td>
<td>92%</td>
<td>13%</td>
<td>8%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of Full Cost</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Total Other Services</td>
<td></td>
<td></td>
<td>$745,653</td>
<td>$0</td>
<td>0%</td>
<td>$745,653</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td></td>
<td></td>
<td>$745,653</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of Full Cost</td>
<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Department Totals</td>
<td></td>
<td></td>
<td>$877,266</td>
<td>$107,410</td>
<td>12%</td>
<td>$769,856</td>
<td>$121,360</td>
<td>$13,950</td>
<td>14%</td>
<td>13%</td>
<td>86%</td>
<td></td>
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<tr>
<td>% of Full Cost</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Footnotes

Per the [County Attorney's opinion](dated 07-19-2001): "Of the statutory fees listed above, the Treasurer may charge no more than the stated amount of $10 per tax lien under [A.R.S. 42-18116](Svc #10) and no more than the stated amount of $10 for an assignment of a certificate of purchase under [A.R.S. 42-18122](Svc #11). In all other cases, the Board may adopt additional charges under [A.R.S. 11-251.08]( ). The limitation that the fee or charge shall not exceed the actual cost of the product or service will apply in those cases."

Per [A.R.S. 39-121.03]( ) the fee or charge for a copy, printout or photograph of a public record to be used for commercial purposes may recover:

1) A portion of the cost to the public body for obtaining the original or copies of the document

2) A reasonable fee for the cost of time, materials, equipment and personnel in producing such reproduction.

3) The value of the reproduction on the commercial market as best determined by the public body.

Four existing fees and one new fee proposal are considered to be provided for commercial purposes (#’s 23-27). These services are for providing data that may be used for commercial purposes and as such fall under A.R.S. 39-121.03 and are recommended at greater than actual cost.
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Transwestern Pipeline Co., LLC et al. v. Coconino County (TX2016-000931). Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item.

RECOMMENDED MOTION:

Enter executive session.

BACKGROUND:

Pursuant to A.R.S. § 11-251(14), the County Board of Supervisors has direct control of the defense of all actions, to which the County is a party, and has power and authority to compromise the same. This matter involves a lawsuit to which the County is a defendant. Further background will be provided in executive session.
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: William P. Ring, Coconino County Attorney

SUBJECT: Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Flood Control District v. Town of Tusayan. Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item.

RECOMMENDED MOTION:

Enter executive session as Flood Control District Board of Directors

BACKGROUND:

Litigation status and further background to be provided during executive session.
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: James Jayne, County Manager

SUBJECT: Presentation and discussion regarding Community Partner Funding.

BACKGROUND:

This section of the report is our opportunity to clearly and concisely describe the topic and reason for the topic.

• As the County looks to leverage partnership in a variety of arenas, the Board may also consider partnership for impactful and strategic investment of County Partner Funding and potentially Community Impact Funding.
• The goal of the presentation is to provide historical perspective regarding current BOS community partner funding practices, explore the impact and strategic value of the method of those investments, and explore opportunities to extend the impact of taxpayer dollars in line with Coconino County identified priorities and community needs.
• County Manager will discuss FY19 Community Partner Funding allocations and the selection/approval process.
• The United Way of Northern Arizona will provide a review of the investment of Community Impact dollars through the United Way of Northern Arizona.
• The Arizona Community Foundation of Flagstaff will provide a presentation on the organization overall, with specific information regarding partnership opportunities and services that may be available to the County.
• Key community partners to consider in this effort include the United Way of Northern Arizona and the AZ Community Foundation of Flagstaff. Other private foundations and funders in the region may also be considered in future.
• Timeline for implementation may be approached in phases as directed by the Board.

PURPOSE OF THE PRESENTATION:

This presentation will provide an overview for the Board regarding the current allocation of FY19 County Partner Funding, and an overall awareness of services and impact of the United Way of Northern Arizona and the AZ Community Foundation of Flagstaff. The overall intent of the presentation is to explore resources and partnerships available to enhance the impact of dollars invested in the community.
The Board may choose to revisit this topic during budget season. Staff is requested direction regarding possible partnership and any change in current practice.

**ALTERNATIVES:**

The Board could choose not to hear this presentation.

**FISCAL IMPACT:**

No anticipated budget impacts at this time

**ATTACHMENTS:**

Staff Report

1. Community Partner Historical Info
2. FY19 Community Partner Funding
3. FY19 SIR Form GFFP
4. FY19 SIR Form Extension
5. FY19 SIR Form UWNA
6. FY18 Funding Report Flagstaff Arts Council
7. FY18 Funding Report NACOG
8. FY18 Funding Report NAIPTA
9. FY18 Funding Report Guidance Center
10. FY18 Funding Report UWNA
11. FY18 Funding Report GFFP
12. FY18 Funding Report FMPO
13. FY18 Funding Report FACTS
14. FY18 Funding Report Extension
15. FY18 Funding Report RPI (Alliance Bank Economic Policy Institute)
16. FY18 Funding Report Coalition for Youth and Children
17. FY18 Funding Report CPWAC
18. FY18 Funding Report ECONA
19. Introduction Slide—Community Partner logos
20. UWNA Presentation
21. ACF Presentation
22. ACF Fields of Interest document
23. ACF Celebration Program
County Partner Funding History
Agency
Alcohol Stabilization Unit (TGC)

FY03
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FY04
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Alliance: Flagstaff Cultural Partners

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Alliance: Rural Policy Institute

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Alliance: Community Capacity

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CJCC: Pre-Trial Matrix Study

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Cooperative Extension: KKONA

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Cooperative Extension: Master Gardener

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24,611

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27,510

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FY10

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27,510

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FY09

Alliance: FACTS

38,790

88,000

FY08

Alliance: Coalition for Youth and Children

82,790

83,000

FY07

-

72,388

38,070

FY06

Alliance for the 21st Century

Cooperative Extension: Operations

38,070

FY05

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27,510

27,510

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Flagstaff Shelter Services

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Flagstaff Symphony Orchestra

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Friends of the County Parks
GFEC: Operating

29,100

28,200

28,200

40,000

38,000

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GFEC: Strategic Plan Update

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Helping Hands Agency

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NACOG: Economic Development Assessement

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3,842

3,842

3,920

3,920

3,920

3,920

4,018

4,821

4,771

4,771

NACOG: Rural Liason Assessment

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3,842

3,842

3,920

3,920

NAIPTA

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130,035

21,980

NAIPTA

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SEDI: Agency Funding

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SEDI: Employee Funding for Reclassified Position

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Small Business Development

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United Way of Northern Arizona: Administration

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United Way of Northern Arizona: Agency Funding

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United Way of Northern Arizona: VITA

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9,700

9,400

9,400

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15,000

15,000
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30,800

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3,920

3,920

4,392

4,392

4,347

4,347

16,000

10,712

15,028

15,028

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15,809

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22,500

14,142

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FY18

36,000

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BASE
FY19

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United Way Agencies
Literacy Volunteers
Page Domestic Violence Center: Capita
Page Domestic Violence Center: Operating

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Tuba City Domestic Violence Center

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Page Senior Center

YMCA

38,800

37,600

40,000

Title III Agencies
Apache Sitgreaves WFPP

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-

Blue Ridge Wildfire Protection Plan

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-

Greater Flagstaff Forest Partnership

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$ 157,748

$ 210,452

10,000
$ 193,852

21. | 01/08/2019 | County Manager | Community Partner Funding

$ 281,910

10,000

10,000

14,250

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10,000

15,000

13,500

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10,000

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$ 701,752

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$ 358,097

$ 433,249

$ 393,655

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10,000

15,000

$ 413,197

$ 410,000

$ 396,905

$ 397,686

$ 397,905

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Type of Improvement: Enhanced Level of Service

Agency Name: Greater Flagstaff Forests Partnership (GFFP)

Improvement Name: Outreach Strategy for Multiple Projects on Coconino County Land

Strategic Priority Area: Cultural and Natural Resources

Description: GFFP recently completed treatments and assisted with the County’s initial public outreach strategy for Ft Tuthill County Park. In addition, GFFP was recently awarded a cost-share grant, “The Greater Flagstaff Fuel Reduction Project,” to conduct forest treatments on: 1) Coconino County land - this parcel is directly behind Sechrist Elementary School and adjacent to FWPP; and 2) Hart Prairie (five private parcels, Camp Colton (FUSD land) and The Nature Conservancy’s (TNC) Preserve.

To compliment the work that has been completed in Ft Tuthill County Park, in partnership with Coconino County, GFFP plans to design and install a new kiosk that will be located near the newly thinned area, called the “Forest Restoration Demo Site.” The Demo site’s location is easily accessed by car. The kiosk will include information like the fire history and ecology of the site (frequent fire regime); the necessity of prescribed fire; the cost-share grant program; an all lands approach; and implementing Firewise principles. Each year, the Demo site will be visited by local residents, tourists, fire/forest management researchers/professionals, students and community and political leaders who often visit Flagstaff and tour on-the-ground projects. The kiosk graphics will also be available in an electronic format to share with partners and post on websites and social media that will extend the messaging further. We hope to expand the demo area in the future by adding additional signage throughout the Park’s trail system (e.g., messaging that includes: digital restoration technology use, necessity of prescribed fire smoke, wildlife considerations, etc.), creating a “Fire Learning Trail.” GFFP also plans to design a new panel for the existing kiosk at the Park (located across from the main parking lot). This panel will include a fire danger meter, a description of fire level restrictions, and will direct visitors to the new kiosk/Demo site.

In addition, during implementation of the Greater Flagstaff Fuel Reduction Project that will include a County parcel behind Sechrist school, GFFP would like to reach out to the community, media and leadership to illustrate the importance of wildland urban interface treatments close to the community and the increased pace and scale that will be needed to further protect Flagstaff and County residents. GFFP also plans to install publicly visible signage (see link) that recognizes the County for their contribution to being part of a fire adapted community. Further, the Partnership would like to print additional signage to use in key areas within the County that promotes continued forest treatments and a safe and sustainable community.

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Current Funding Level: $10,000  
Additional Funding Requested: $5,000  Type: One-Time

Improvement Savings/Cost Forecast: Summarize the impact of improvement by projecting these costs over the next three years.
Kiosk construction materials, graphic design, project management, sign printing; estimated cost: $5,200 (partially covered by a Fire Adapted Community Learning Network (FACLN) grant.
Outreach campaign and promotion of a Fire Adapted Community for the new Greater Flagstaff Fuel Reduction Project cost-share grant and signage; estimated cost $2,000.

Evaluation Information:

Benefit of Improvement: Indicate the public benefit to result from this improvement. Include the return on investment (ROI) within three to five years.
Expanding outreach in areas that have received on-the-ground forest restoration treatments will illustrate the importance of wildland urban interface treatments close to the community. In addition, these activities will assist the public and community leaders in embracing the increased pace and scale that is needed to further protect Flagstaff and County residents and sustain forested landscapes for future generations.

Impact if Improvement Not Implemented: What will happen, or continue to happen, if this increase is not approved.
If GFFP does not receive the additional funding, the kiosk in the Park will be completed. However, outreach planned for the Greater Flagstaff Fuel Reduction Project cost-share grant project, that includes County land behind Sechrist school, will either be scaled back or will not be completed.

Relevant Performance Measures: Indicate either (1) the increase to your current measures this issue will bring, if approved, or (2) any additional measures.
These projects will meet the outcome statement and strategies listed in the Cultural and Natural Resources Strategic Priority Area. More specifically, this meets the strategies set forth that include:
- Supports initiatives, practices and positions that promote clean air, clean water and the stewardship of County resources, healthy landscapes and wildlife habitat within the County.
- Considers diverse needs and fosters collaborative partnerships to address, develop and promote cultural and/or natural resource objectives.
- Supports initiatives that celebrate, protect and engage the public in the County’s regional cultural and natural heritage.

Alternatives: Indicate other alternatives that could be implemented in order to meet your overall goal for this improvement. If this improvement in its totality is not approved, could there be another option?
GFFP is dedicated to improved outreach and communication regarding forest health and restoration issues to the community. If this is not approved, the Partnership will continue to do this important work. There is always potential to seek other grant funding; however, because this is directly affecting and is implemented in several locations on County land, the Partnership is hoping that the County will offer these projects further support.

Thank you for taking the time to review this request.
Type of Improvement: Enhanced Level of Service

Agency Name: Coconino Cooperative Extension

Improvement Name: Cooperative Extension Outreach

Strategic Priority Area: Community Vitality (CV)

Description: Hire a 20-hour per week Program Assistant in Page, Arizona to primarily provide support to 4-H Youth Development Program but also to support the Master Gardener and the Family, Consumer and Health Science (FCHS) Programs offered by Coconino Cooperative Extension in northern Coconino County.

Current Funding Level: $24,759

Additional Funding Requested: $20,000 Type: Recurring

Approved only as one-time.

Improvement Savings/Cost Forecast: This improvement will allow Coconino Cooperative Extension to provide the leadership to expand the 4-H Youth Development Program by creating new clubs, attracting new 4-H youth, and certifying new 4-H adult leaders. We have two active 4-H clubs in northern Coconino County but there is potential to offer more opportunities to youth. For example, in Flagstaff, the Route 66 STEM 4-H Club was recently created through hard work from our 4-H Program Coordinator and parent volunteers. Having this type of club in one of the smaller communities would be a wonderful opportunity for local youth. Program costs other than the salary requirements would be met by county funds.

Evaluation Information:

Benefit of Improvement:
Our programs offered in northern Coconino County will be strengthened by having a local presence and someone able to attend meetings and organize events. Our current 4-H Program Coordinator, Kim Horn, has done incredible work to create a new horse club, strengthen current clubs through direct leadership, introduce new curriculum for better club programming, create a new Route 66 STEM 4-H Club, and to triple participation in the county roundup. Her efforts have greatly revitalized the Coconino County Cooperative Extension 4-H program. We would like to see this pattern continue and having an assistant will greatly help her bring more opportunities to local youth.

The 4-H Youth Development Program strives to enable youth to reach their full potential as they work and learn in partnership with caring adults. The 4-H Programs’ goal is to make a positive impact on the lives of youth reached through our programs, events and activities. National research studies and state program outcome data indicate that 4-H is making a positive difference in the lives of youth 5-19 of age who participate in 4-H youth development programs.

In addition, the local program assistant would assist with bringing two other programs to 4-H youth and other groups of young people. This includes the Jr. Master Gardener Program and the 4-H Healthy Living Ambassadors Program which is a partnership with FCHS.
A local employee would greatly enhance the reach of the Coconino Master Gardener Program. A strong Master Gardener program would help educate the community about best gardening practices which has the potential to encourage more growers to contribute to the new farmer’s market.

**Impact if Improvement Not Implemented:** Our programming will continue in the northern portion of Coconino County; expanding programs or providing programs to other populations not currently being reached would be limited.

**Relevant Performance Measures:**
Performance outputs include number of new youth served by 4-H Youth Development, number of new clubs, number of new certified leaders, numbers of Master Gardeners, and number of gardening queries from the community that are answered with best practice information. 4-H Program Coordinator Kim Horn will be attending an in-service in May to learn how to better document impacts of the 4-H program. This information will be included in our performance measures.

**Alternatives:**
Funds from salary savings from grants can be used to support this position. The temporary part-time position is still possible with partial funding but the work hours would need to be reduced to less than 20 hours a week. Benefits would not be included.
Type of Improvement: Enhanced Level of Service

Agency Name: United Way of Northern Arizona

Improvement Name: Increasing Community Benefit.

Strategic Priority Area: Community Vitality

Strategy: Create and maintain resources for programs that provide a safety net for vulnerable populations.

Description: Additional funding is requested to grant funding to additional nonprofits and to support increases in the VITA program

<table>
<thead>
<tr>
<th>Current Level</th>
<th>Requested Level</th>
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<td>Grants to agencies: $90,000</td>
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<td>VITA: $27,000</td>
<td>$32,400</td>
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<tr>
<td>Admin (15%): $13,500</td>
<td>$16,500</td>
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<td>TOTAL: $130,500</td>
<td>$156,600</td>
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</tbody>
</table>

Type: Recurring

Improvement Savings/Cost Forecast: Increase of $26,100/3YEARS = $78,300

Evaluation Information:

Benefit of Improvement: Providing additional funding will increase the capacity of nonprofits receiving funding, which in turn, by providing services to the community, additional individual clients are served. In order to recognize current impacts, please refer to file: Copy of county 2018

A requirement of receiving county and city funding is to open the grant opportunity for potential new partners. As a result of the invitation, 2 - 3 new organizations are admitted each year. While this does provide an opportunity for additional clients being served, the growth in the community campaign has not kept pace.

In the case of the VITA program, additional funding provides capacity for operational expenses, travel costs and United Way’s ability to hire additional site coordinators at tax prep sites.

Impact if Improvement Not Implemented:
Grants: as additional nonprofits are admitted, the amount(s) allocated will be reduced to align with available funding. For VITA, sites may have less coverage with may lead to longer wait times.
**Relevant Performance Measures:**
Given the variety of activities nonprofits receiving county funding are engaged in, performance measures vary greatly. Please refer to file: Copy of County Jan 2018 for program activities for each nonprofit.

**Alternatives:** United Way will continue to seek additional sources of revenue including – community campaign expansion and seeking new grant and foundation opportunities.
Agency Name: Flagstaff Arts Council

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

Coconino County allocated $16,000 in funding to support the operations of and programs at the Coconino Center for the Arts. An additional $20,000 in funding was provided to assist with the production of a feasibility study to explore a new facility for the Center.

Please explain what your funding allocation was used for in FY18.

The $20,000 was used to engage ArtsMarket, Inc, a consulting firm, to conduct the feasibility study. That study is still under way. It began in August 2017, and will be completed in May 2018. The final report from the study will be presented to the Board of Supervisors in addition to the Arts Council Board of Directors and Flagstaff City Council.

The $16,000 in funding was used to support exhibitions, concerts, and programs held at the Coconino Center for the Arts in FY18. Sixteen art exhibitions were produced, including the major exhibition *Hope and Trauma in a Poisoned Land*. It explored the impact of uranium mining on Navajo lands and people, providing residents of the County with education and insight into an important issue that impacts the region.

Some of the other art exhibitions included:

*River Reflections* – artwork by artists during a Colorado River trip

*Youth Art Exhibition* – artwork by K-12 students from all schools in the Flagstaff area

*A Choctaw Story of Land and Blood* – artwork illustrating both the history and the effects of past governmental regulations on Choctaw land and blood

*It’s Elemental* – an exhibition featuring Arizona artists’ work in fine craft

Over 60 events were produced by the Flagstaff Arts Council at the Center. An additional 134 events were produced by outside organizations and agencies at the Center, either in partnership with the Arts Council or as a rental agreement.
Agency Name: Northern AZ Council of Governments (NACOG)

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

Coconino County paid NACOG for two community assessments in FY18: $4,771 for the Economic Development Administration, and $5,413 for Rural Transportation Advocacy.

Please explain what your funding allocation was used for in FY18.

EDA assessment funds were used for the following:

**FOCUS AREA #1: Grow the Region’s Business Opportunities**

The CEDS business development and retention focus areas are intended to recruit businesses to the region, grow businesses to expand and strengthen the regional economy, and promote new businesses through entrepreneurship.

GOAL: Partner with local businesses, agencies, and organizations to facilitate and support the development and retention of businesses that diversify the economic base and meet the EDD’s needs.

1. Support sub-regional groups in the EDD to focus planning strategies on the environmental and economic impact of coal-dependent communities in the District
2. Create regional strategies to develop new base jobs and training for dislocated energy and coal workers in the District
3. Support future endeavors to recover the high paying, low turnover jobs lost due to significant job loss in Navajo and Apache Counties
4. Tourism and Experience: Implement a tourism-focused strategy to increase tourism expansion opportunities in the EDD

**FOCUS AREA #2: Explore and Expand Energy Resources**

The EDD is well positioned to take advantage of developing emerging energy businesses to meet the Southwest’s energy demand.

GOAL: Actively support the expansion and retention of the renewable, sustainable, and efficient energy industry within Northern Arizona – Apache, Coconino, Navajo and Yavapai Counties.

5. Support and convene sector strategy discussions to identify alternative energy studies and project development in all counties, with emphasis on Apache County
6. Partner with Northern Arizona University and other partners to conduct analysis of the economic effects leading to the closure of the coal industry
7. The EDD will work directly with distressed areas affected by the coal industry to identify new and expanded job opportunities for dislocated workers
8. Support clean coal technology initiatives in the region

**FOCUS AREA #3: Align Workforce and Economic Development Priorities**
The EDD has recognized the importance of strong ties between workforce education and economic development efforts. The EDD needs a labor force with the talents and skills required by firms in the targeted industry sectors.

**GOAL:** Support efforts across the EDD dedicated to expanding workforce readiness and business training and continue regional cooperation and planning with Northern Arizona Local Workforce Innovation and Opportunity Act (WIOA) areas.

9. The District will support the WIOA local plans and economic development planning efforts as defined in WIOA Section 108
10. The EDD will support partnerships with local workforce development areas and higher education institution partners to expand training options that meet the needs of diverse populations in distressed areas of the District

**FOCUS AREA #4: Promote Natural Resource Assets as an Economic Driver**
Protecting the natural resources is not only important to the residents and visitors to the region, but it also makes good business sense.

**GOAL:** Develop and expand the resource-based economy and product development that is compatible with regional and local values and goals.

11. Support natural resource working groups and sustainable forest initiatives to raise visibility in the State that supports resources for sustainable forests in Northern Arizona
12. Support the development and expansion of resource-based economy and product development that complements regional and local values

**FOCUS AREA #5: Develop Economic Foundations and Infrastructure**
Economic foundations and infrastructure are important to assist business development and expansion critical to creating resilience to local economies.

**GOAL:** Partner in the development of the Region’s economic foundations and physical infrastructure needed to support economic development.

13. Provide technical assistance to Apache and Navajo Counties to identify creative strategies for EDA match requirements that support EDA funding to these distressed areas
14. Encourage public and private partnerships and investments for broadband and future communications infrastructure in the EDD.

**FOCUS AREA #6: Focus on fire relief opportunities and funding**
The EDD is prone to wildfires and is experiencing significant loss of natural resources in some areas.
GOAL: Support areas that have been affected by wildfires that have consumed thousands of acres of land and damaged public property in the district.

Rural Transportation Advocacy assessment funds were used for the following:

RTAC continues to advocate at the national and state levels for adequate transportation investment. This involved the development of a statewide rural transportation revenue agenda. RTAC also assisted in the development of a similar agenda for the NACOG, FMPO & CYMPO regions. RTAC worked with other public and private sector stakeholders and key legislators to develop a set of bills to generate additional revenue and also limit the level of HURF transfers to DPS. Legislation advanced but failed to be enacted last session. There was a decrease in the HURF transfers and a $30 million restoration of HURF revenues directed to the counties and municipalities. At the national level, RTAC developed legislative priorities for rural Arizona directed at the federal budget and the Administration’s infrastructure investment plan. The priorities were conveyed to the Arizona congressional delegation and elements were advocated for inclusion in various national organization’s agendas such as the National Association of Development Organizations (NADO). Also at the state level, RTAC successfully lobbied to restore the HURF Exchange program and worked closely with ADOT and the COG/MPOs on the implementation of the restart.

RTAC continued to keep rural officials regularly updated on transportation issues and legislation through legislative updates and issue briefs as well as in-person presentations at various Board meetings.
Agency Name: Northern Arizona Intergovernmental Public Transportation Authority

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

NAIPTA received a total of $32,000 in funding for two transportation programs which serve residents outside the City of Flagstaff limits: vanpools and taxi vouchers.

Please explain what your funding allocation was used for in FY18.

Vanpools:
A $12,000 allocation from the County was used as local match for leveraging an ADOT Section 5311 grant at an 80/20 split to provide a Vanpool Program. The funds are used to provide a $400/month subsidy on the lease price for each vanpool. Vanpools are ideal for commuters traveling distances of more than 20 miles on a regular schedule. NAIPTA currently has 5 vans in operation though funding supported 8 vehicles over the course of the year. Currently, several contacts or additional van are under review by potential riders.

Taxi Vouchers:
The County also allocated $20,000 for the Taxi Voucher Program. The money is used to leverage ADOT’s Section 5310 grant at a 50/50 split. Funding pays for taxi trips for residents living within the FMPO boundary who qualify for ADA paratransit services and is meant to provide safety net transportation services for those individuals most in need.
Agency Name: The Guidance Center

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?
The Guidance Center was allocated $36,000 for the Crisis Stabilization Unit.

Please explain what your funding allocation was used for in FY18.
The funding was used for operational costs to continue to provide comprehensive crisis stabilization and substance abuse services to people in need of them in the Flagstaff area.

An individual in crisis (mental health or substance-related) comes in of his/her own accord, or is brought by local law enforcement or other community member. The person is screened in the Crisis department, which is open 24 hours a day, 7 days a week. If the person’s crisis assessment determines a need for further observation and stabilization, the person is referred and transferred to the Crisis Stabilization Unit (CSU) which is also open 24 hours a day, every day of the year. A person can stay in one of the 7 CSU chairs for up to 23 hours and 59 minutes.

Once admitted to the CSU, an individual receives monitoring based on medical condition, behavior, suspected drug or alcohol abuse, and medication status. Each person is placed on a line-of-sight observation and has 15 minute observation checks on them. Within the 23 hour and 59 minute time-frame, a medical provider and the RN consult to determine the most appropriate next step for the individual. These include being admitted to the Psychiatric Acute Care Unit for Level 1 inpatient care, being transferred to the Substance Abuse Residential Rehabilitation Program for substance abuse recovery services, or discharged from the CSU with a safety plan and follow up instructions.
Agency Name: United Way of Northern Arizona

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

- Social Service Funding: $96,000
- Admin Fee: $13,500
- VITA: $29,000
  (Volunteer Income Tax Assistance)

Please explain what your funding allocation was used for in FY18.

Please refer to attached files:
1. Copy of county Jan 2018
2. VITA Update 2017
Agency Name: Greater Flagstaff Forests Partnership (GFFP)

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

Partner funding ($10,000) and County Partner Service Improvement ($5,000)

Please explain what your funding allocation was used for in FY18.

County partner funding was used for operational and administrative expenses incurred by GFFP. For example, a portion of funds are used towards office rent, CPA’s accounting fees, insurance, website hosting and developing a new GFFP website (expect launching April ’18) and a new Twitter account. In addition, these funds assist in funding personnel who are contracted with GFFP for organizational oversight (GFFP Coordinator and 4FRI Multi-Party Monitoring Board representation). The Service Improvement funding from last year was specifically focused on achieving numerous tasks related to increased efforts in outreach and monitoring (see examples below). GFFP also receives funding through various grants like the Fire Adapted Communities Learning Network (FACLN) and AZ Dept. of Forestry and Fire Management that allows the Partnership to complete specific activities/projects and on-the-ground forest treatments.

Some of the activities that GFFP undertook:

- **FWPP** – assist in four broad areas: implementation, monitoring, outreach, and financial assistance (grants/leverage).
  - Chair of the Communications Team, organized multiple public and stakeholder events, and oversight and completion of the FWPP Monitoring Plan.
  - Assisted FWPP in planning and installing hydrologic monitoring equipment in the Dry Lake Hills that will assess stream flow in relation to precipitation. This will also assist in determining extreme weather events (e.g., 50 or 100 year) and includes an alert system for County residents who request this service.

- **4FRI** – active member in the 4FRI stakeholder group and the Multi-Party Monitoring Board; regular contributor to the 4FRI Newsletter through GFFP events and accomplishments.

- **Cost share grants** – Planning and implementing forest treatments
  - Completed treatments and assisted with the County’s public outreach for Ft Tuthill County Park.
GFFP was recently awarded a cost-share grant to conduct forest treatments on: 1) county land; this parcel is directly behind Sechrist Elementary School and adjacent to FWPP; and 2) Hart Prairie (five private parcels, Camp Colton (FUSD land) and The Nature Conservancy’s (TNC) Preserve.

- Potential for GFFP to serve as the collaborative group for the project, “Forest Operations and Biomass Utilization Business Cluster at Camp Navajo.”
- FACLN public outreach activities: supports creative solutions and approaches in promoting the National Cohesive Wildland Fire Management Strategy. The Strategy consists of: 1) Resilient Landscapes, 2) Fire Adapted Communities, and 3) Safe and Effective Wildfire Response.
- GFFP is in the beginning stages of forming a statewide fire adapted community network “Arizona Fire Adapted Communities” (AZFAC).
- Provide a local professional forum and collaborative entity to achieve Partners’ goals.
- Recognize property owners with publicly visible signage acknowledging their contribution to a fire adapted community.
- Secured external funding (Coconino County Community Grant Program and AZDFFM/Forest Product Laboratory grant) for an economic monitoring project that will assess the economic impact of the Four Forest Restoration Initiative (4FRI).
Agency Name: Flagstaff Metropolitan Planning Organization (FMPO)

FY18 Funding Report

How much did Coconino County allocate to your agency in FY18?

$5,000

Please explain what your funding allocation was used for in FY18.

FMPO uses County funds to match federal grants for transportation planning for a 525-square mile area surrounding the City of Flagstaff and including the unincorporated areas of Doney Park, Winona, Kachina, Mountainaire, Bellemont and Fort Valley. Grant funding pays for planning studies and daily operations including FMPO staff time.

FY 2018 Projects of particular relevance to the County which the FMPO funded or participated in include:

- ADOT Milton and US 180 Corridor Master Plans: FMPO provided funding for valuable data for these studies and is an active participant.
- Regional Trails Planning: FMPO successfully applied for and received a grant to coordinate trail planning across the City, County and USFS lands within the region and is managing the project.
- Street Lights Enhancing Dark Skies (SLEDS): Though largely a City-led effort using FMPO funding, SLEDS may produce street-lighting standards and specifications that are relevant to County projects and ADOT projects within the County. Testing for SLEDS fixtures will take place in March 2018.
- Legislative efforts: State legislation to improve transportation funding by funding DPS Highway Patrol and enabling Counties to increase their sales taxes for transportation stands an excellent chance of passing this year. Though FMPO may not use federal funds for lobbying, FMPO did coordinate with its members, the Rural Transportation Advocacy Council, the Northern Arizona Council of Government and the Central Yavapai MPO in bringing local elected officials together on these issues, crafting information language, and broadcasting updates.
Agency Name: FACTS Out-of-School Time Program  
Flagstaff Unified School District

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

- Coconino County allocated $22,500 to the FACTS program specifically to support the operation of the FACTS program at Leupp Public School.

Please explain what your funding allocation was used for in FY18.

- Due to the high incidence of poverty of Leupp School families, FACTS is offered free-of-charge to all students. The total cost to operate Leupp FACTS in FY17 (July 1, 2016 through June 30, 2017) was $87,368, with $22,500 (or 25.8%) of costs covered with Coconino County funds.
- Leupp FACTS has an average daily attendance of 60.8 students, representing 39% of the Leupp School population.
- The Leupp program has a strong emphasis on health and wellness programs through the CATCH Club and a robust intermural program. The weekly CATCH Club teaches students about healthy eating and the benefits of staying active. The intermural program at Leupp has teams for Cross Country, Flag Football, Basketball, and Soccer. Clubs for both Tennis and Disc Golf also happen at various time throughout the school year.
- FACTS also offers academic enrichment at Leupp with a daily homework club, plus weekly STEM and Computer Coding clubs.
- Staffing for Leupp FACTS ($68,433 for FY17) comprises 78% of the total costs to operate this site.
- Students receive a healthy snack afterschool daily. In an effort to support healthier choices for students, FACTS has two fresh fruit or vegetable items on our snack menu weekly. The snack cost is the second largest expenditure for FACTS at approximately $17,626 for the Leupp program in FY17.
Agency Name **Coconino Cooperative Extension**

**FY18 Funding Report**

**How did Coconino County allocate to your agency in FY18?**

$24,759 was allocated to Coconino Cooperative Extension

**Please explain what your funding allocation was used for in FY18.**

The funding allocation was used to support the programs offered by Coconino Cooperative Extension. These programs include the 4-H Youth Development Program, the Coconino Master Gardener Program, the Beginning Farmer Program, the Invasive Plant Education Program, the Family, Consumer and Health Sciences Program, Range Management Program, and the First Things First Home Visitation Program on the Havasupai Reservation.

University of Arizona Cooperative Extension provides salaries for four employees: Hattie Braun, County Director and Master Gardener Program Coordinator; Brian Moody, Program Coordinator in Family Consumer and Health Science; Kim Horn, 4-H Youth Development Program Coordinator; and Brandie Gobble, Office Specialist. Cooperative Extension also provides the salary for Andrew Brischke, Range Management Extension Agent, who has a 20% appointment in Coconino County.

County funds were used to support these programs:

- **Office:** Half the cost for a new phone and internet system, office supplies
- **4-H Youth Development:** Travel to club meetings, supplies to support creation of 4-H Leadership Council and Horse Leadership Council, travel to state 4-H meetings, room rental fee for programming, and vehicle rental for 4-H youth travel to state level competitions
- **First Things First:** Travel for CED to Supai to meet with employees that deliver programing, and travel for Diane Lenz to First Things First Conference in Phoenix, this travel is not covered by grant
- **Master Gardener Program:** Funds covered fee for two AmeriCorps members that are working to expand Master Gardener presence and youth garden education in school and community gardens
• Family, Consumer, and Health Sciences: Travel for Brian Moody to state FCHS meetings, startup costs for Professional Food Handlers Training Program, supplies for Seed to Table workshops
• Range Management: Travel costs for Andrew Brischke from Mohave to Coconino County
Agency Name: Arizona Rural Policy Institute/Alliance Bank Economic Policy Institute

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

$31,500

Please explain what your funding allocation was used for in FY18.

**Studies & Work Completed:**

Economic Impact of Closing the Navajo Generating Station and the Fiscal Impacts on Page, Arizona

Analysis of non-metro census tracts and accompanying data for HUD Grant. Prepared for Scott Neuman, Program Manager, Special Projects, Coconino County Community Services Department, Flagstaff, AZ 86004

Low income census tract analysis for Market Demand Owner-Occupied Housing Rehabilitation Market Analysis Prepared for Scott Neuman, Program Manager, Special Projects, Coconino County Community Services Department, Flagstaff, AZ 86004

Update of the County Poverty Analysis for Coconino County. Update requested by Neil Young, Assistant County Manager, Coconino County.


Center for American Indian Economic Development conducted financial literacy - 7 Generation Money Management Workshops at Kinlani Border Town Dormitory, as well as at Coconino and Flagstaff High Schools.
**Studies & Work in Progress:**

Williams Watershed Post Fire Economic Impact Analysis, a study to estimate the cost and loss of income to the City of Williams resulting from catastrophic wildfire and flooding in the Williams Watershed. The report is being prepared at the request of Supervisor Matt Ryan, and Lucinda Andreani Director, Coconino County Public Works.
Agency Name: Coconino Coalition for Children & Youth

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

$15,000 was distributed to CCC&Y via 4 quarterly payments of $3,750.00

Please explain what your funding allocation was used for in FY18.

The $15,000 allocation was used to help pay the Executive Director salary.

This funding support helps CCC&Y to meet multiple priorities throughout the year including: county-wide support, engagement, newsletters, action and outreach initiatives, conferences and training for the community, child abuse prevention strategies, collective impact/trauma response strategies, and support to early childhood, back to school fairs and community network meetings, all of which help impact the well-being of children and youth in the county.
Agency Name: Coconino Plateau Water Advisory Council

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

$5,000 was allocated to the Coconino Plateau Water Advisory Council in FY18. In FY16 the funding request was reduced from $10,000 to $5,000 and has remained at that level since. The request for FY19 remains at $5,000.

Please explain what your funding allocation was used for in FY18.

County funding is combined with funds from other funding partners to meet the budget approved annually by the CPWA and CPWP Boards. Other partners and their funding include:

- City of Flagstaff $5,000
- City of Page $5,000
- City of Sedona $5,000
- Town of Tusayan $2,500
- Havasupai Tribe $250
- Tusayan Sanitary District $250

Funding for the Coconino Plateau Water Advisory Council was used as follows:

- Provide a stakeholder venue for learning about proposed water related legislation and an opportunity to voice support or opposition
- Operation and maintenance of the CPWA/CPWP website
- Government Affairs Committee travel
- Partial funding of Coordinator
- Liability and D&O insurance

Funding for the Coconino Plateau Watershed Partnership was used as follows:

- Provide a stakeholder venue for water related education that includes various presentations from diverse organizations
- Provide a stakeholder venue for water related planning efforts
• Planning for Private Well Owners Forum to be held May 16th
• Completion of the Water Related Ecosystems Services Assessment Phase 1
• Annual field trip to reuse sites on the Coconino Plateau
• Participation in Earth Day and other water related public outreach events (supplies for hosting booths)
• Updating water source and demand maps available to the public from the CPWAC website
• Partial funding of an intern to assist Amanda Acheson in administering the 4th Grade Water Ethics Contest
• Teacher awards for the 4th Grade Water Ethics Contest
• Student prizes for the 4th Grade Water Ethics Contest
• Poster printing for the 4th Grade Water Ethics Contest
• Participation with the Flagstaff Arts Council in the Water Art Exhibition planned for 2019
• Partial funding of Coordinator
• Liability and D&O insurance
• Conference calling services
• Sponsor for Colorado River Days
Agency Name Economic Collaborative of Northern Arizona (ECoNA)

FY18 Funding Report

How did Coconino County allocate to your agency in FY18?

Annual participation in ECoNA is $40,000

Please explain what your funding allocation was used for in FY18.

Primary areas of activity on behalf of the County in FY 18;

1. Continued assistance to Page, AZ in their ongoing implementation of their strategic economic development plan. Provided guidance in the selection of a housing consultant. Moderated the Page Economic Development Conference.
2. Provided Bellemont Neighborhood Association with evaluation of commercial needs in their area. We provided detailed / granular demographics as well as other evaluation tools.
3. Provided insights on FMPO Housing needs and assessments for affordable workforce housing needs.
4. Participated in the JULUS meetings and the County’s Community Develop zoning review.
5. Presented Bellemont area to five businesses interested in relocating to the region.
6. Coordinated assistance to IML Corp as they finalized their building plans in Bellemont.
7. Presented road infrastructure needs to the Community Transportation Commission highlighting the need for expanded traffic infrastructure to accommodate growth in workforce housing.
FY19 COMMUNITY PARTNERS

NACOG
Northern Arizona Council of Governments

FLAGSTAFF ARTS COUNCIL

MOUNTAIN LINE

ECoNA
Economic Collaborative of Northern Arizona

Facts
Family And Community Teaching for Students

United Way
United Way of Northern Arizona

Coconino Coalition for Children & Youth

Cooperative Extension

The Guidance Center

Northern Arizona University

FMPO
Public Transportation Authority
Coconino County Board of Supervisors – January 8, 2019
United Way of Northern Arizona Region
267 Reasons Why KinderCamp™ is Awesome
2018 – 280 children attended
Flagstaff, Williams, Page, Winslow, Pinetop
Dolly Parton Imagination Library

Expanded to all three counties – Coconino, Navajo and Apache
2017 –
Coconino – 885
Navajo - 333
Apache – 146

Over 1,300 children age 0 -5 receive a book a month through this UWNA initiative = over 15,000 books a year!
In 2018, a total of 3,285 tax returns were accepted, generating $4.4 million in total refunds and $1.9 million in EITC saving clients over $600,000 in tax preparation fees.
LAUNCH Flagstaff! Goals

1. Increased Graduation Rate
2. Increased Enrollment in College or Technical Training
3. 8th Grade Math Proficiency
4. 3rd Grade Reading Proficiency
5. Kindergarten Readiness
You can change your community and the world through Student United Way. We’ll help you organize your peers to tackle pressing social problems in your own backyard.

Founding Officers of the N.A.U. Student United Way Chapter

For more information, email: communications@nazunitedway.org
UWNA Areas of Impact:

- **Educational Success** - United Way of Northern Arizona improves educational and life outcomes for children, youth and adults from birth to beyond retirement by advancing equity and excellence in education.

- **Economic Self-Sufficiency** - United Way of Northern Arizona’s efforts support hard-working individuals and families in our communities with programs and partnerships focused on improving economic self-sufficiency for life long well-being.

- **Thriving Communities** - United Way mobilizes communities to create opportunities focused on meeting basic needs, encouraging neighborhood mobilization and promoting community connections.
Community Impact Fund – volunteer driven process – investment results for over 50 northern Arizona area community organizations and programs: (of the over 220 sets of impacts and results, here a few highlights!)

Over 200 individuals received credit counseling & education. Over 11,000 hours of youth mentoring.
Over 200 parents participated in childcare education training.
Over 75 received small business/entrepreneurship training.
Over 850 hours of one on one literacy services provided. Over 225 homes had smoke alarms installed.
Over 680 students and 27 teachers attended Camp Colton.
Over 150 students in 25 classrooms were served by Foster Grandparents.
Over 2,100 days on the Colorado River were provided to youth.
Over 60 volunteers participated in 97 home maintenance service days.
Over 2,200 hours of homecare/housekeeping service were provided to seniors.
Over 4,400 patient days of hospice provided. Over 1,100 individuals provided with shelter.
Over 600 individuals assessed for homeless support services.
Over 26 art exhibitions showcasing the talents of disabled individuals.
Special Olympic events in bocce ball, track and field participated in by over 20 athletes.
Over 9,600 books given to children. Over 10 senior companions volunteered for 30 seniors.
Over 20 clients transitioning to permanent housing.
Over 300 participated in domestic violence counseling. Over 3,000 accessed resources through AZ211.
Over 1,300 victims of crime received case management services.
Over 2,900 classroom hours of preschool classes were provided to over 120 children.
Over 300 K-12 girls residing in Flagstaff participated in Girl Scouts.
Over 280 received teen wellness services
Over 100 youth received residential shelter. 42 classroom presentations on nutrition and health provided.
Over 85 individuals participated in informational sessions regarding housing relocation.
Over 160,000 meals, food boxes and lunches provided.
Over 500,000 pounds of food provided to area non-profits. 18 individuals participated in skills training.
Over 10 prospective business owners receiving capacity coaching.

Your support provides the opportunity for many to lead and live a good life.
• Over 35 community volunteers participate.
• RFP’s from agencies are reviewed and scored.
• Site Visits are a critical step in the process.
• Opportunities for impact, effectiveness and leveraging other resources are identified.
• Quarterly activity reports are received and reviewed by the Community Investment Teams throughout the year.
Community Investment Process

1. Review and monitor submitted agency reports
2. Review funding applications.
3. Review and assess annual reports OR work with agency in preparing for new funding year
4. Site Review
5. Develop funding recommendations for Board consideration

United Way of Northern Arizona
What we believe:

- **Education**
- **Income**
- **Health**

What we invest in:

**Areas of investment**

- **Child Enrichment & Youth Empowerment/Education**
- **Safe and Caring Communities**
- **Self Sufficiency – meeting basic needs**
- **Improving Physical and Emotional Wellness**

**Services/Programs:**

- Character Development, Mentoring and life skills
- Quality Day Care
- Ready, learn, succeed
- UW initiatives: Kindercamp, DPIL,
- Disaster Response and preparedness
- Information and referral
- Neighborhood awareness and community inclusion
- Autonomy and self sufficiency
- Economic independence
- Food security
- Housing – Shelter, Transitional, Permanent
- Strengthening families through education and support
- UW initiatives: Weekend Backpack Program, VITA
- Advocacy for families and individuals
- Behavioral health services
- Health support and education
- Hospice care for the family
- Healthy, independent and active seniors
This is ACF

January, 2019
Pats Shriver
Northern Region Director

Mary Taylor Huntley
Chair, Board of Advisors

ARIZONA COMMUNITY FOUNDATION
OF FLAGSTAFF
What is a community foundation?

- A family of charitable funds established by individuals, families and businesses, organized under a tax-exempt public charity
  - Assets in the funds are professionally managed to safeguard capital for long-term growth and yield a competitive rate of return for annual grantmaking
  - Grants are awarded year-round to community organizations, schools, government agencies and Tribal entities
Three basic services

ACF provides:

◆ Flexible, tax-advantaged giving options for donors

◆ Significant funding for community organizations and students pursuing higher education

◆ Leadership around key community issues
Our Mission

Lead, serve and collaborate to mobilize enduring philanthropy for a better Arizona.
Fast Facts

- Founded in 1978
- $719 million in grants and scholarships distributed
- $935 million held in more than 1,750 funds
- Over $4.2 million in grants distributed in 2018
- 152 new funds created in 2018
- Statewide organization with five regional offices managing six Affiliates
Leadership • Leverage • Innovation • Impact
Thanks to unrestricted gifts and field of interest funds created by donors over the past 37 years, the Arizona Community Foundation serves as a leader throughout Arizona in key issue areas. Discretionary grants are awarded in five key areas reflecting the intersection of our donors' interests and the needs of our state:

**QUALITY EDUCATION**
Because a quality education system is a key driver of Arizona’s economic competitiveness and quality of life, education is a top priority. Supported by a sizable endowment, the Arizona Community Foundation makes significant investments to expand and bring to scale innovative, high-quality reforms to benefit all Arizona students.

**HEALTH INNOVATIONS**
The quality and accessibility of health services are critically important to our shared quality of life. ACF makes important investments in medical centers and emerging research, and provides jump-start funding for medical and healthcare innovations.

**ENVIRONMENT & SUSTAINABILITY**
Arizona’s natural resources are among the most highly valued attributes of our state, and a top priority of residents. With several endowments established to support animal welfare and an ever-growing interest in sustainability among donors, ACF is forming partnerships that protect, preserve and responsibly manage Arizona’s natural resources in both urban and rural areas.

**ARTS & CULTURE**
A thriving arts scene and diverse cultural offerings bring enjoyment to residents and visitors, and are important drivers of our economy. To celebrate our rich history and diversity, bring valuable learning experiences to children and adults, and maintain our strong social fabric, ACF collaborates to build Arizona’s infrastructure to support a vibrant arts and culture community.

**COMMUNITY IMPROVEMENT & DEVELOPMENT**
Safe housing and stable neighborhoods are the building blocks of a healthy community. Investments in this area include one of ACF’s flagship issues, affordable housing, plus economic success initiatives for the working poor, basic needs for Arizona’s most vulnerable populations, and programs that build strong communities for all ages.
Statewide Affiliate Network

Each ACF Affiliate has a community endowment fund

Local advisory boards bring local knowledge and expertise

Grant decisions made locally
Grants

◆ ACF of Flagstaff helps fund important programs in the region through a competitive grant cycle and donor advised funds.
Awarded Grant Funding 2018 – ACF of Flagstaff and Collaborators

$1,773,819
118 Grants
Awarded Grant & Scholarship Funding 2018 – ACF Donors

$1,410,285

Additional monies into our community through Donor Advised Fund (DAF) grants And scholarships to Flagstaff students and/or students attending Flagstaff schools (NAU & CCC)
Grant Cycle - Flagstaff Field of Interest Funds

Awarded Grant Funding 2018 – ACF of Flagstaff and Collaborators

Music Education Fund
• $28,165 – 7 Grants

Pickard Arts & Culture Fund
• $37,625 – 13 Grants

Social Services Fund
• $184,393 – 21 Grants

Environmental Education & Conservation Fund
• $19,622 – 6 Grants

Animal Welfare Fund
• $7,631 – 4 Grants

Community Youth Fund
• $52,067 – 9 Grants

Education Fund
• $37,1825 – 7 Grants

Victim Services Fund
• $74,200 – 3 Grants

Flagstaff Community Fund
• $20,517 – 6 Grants

P-12 Educational Resources
• $409,407 – 21 Grants
Awarded Grant Funding 2018, cont...

Community Health Care Fund
- $903,010* – 21 Grants

*Northern Arizona Healthcare Foundation facilitated a “fee for service” grant cycle simultaneously with ACF of Flagstaff. $704,910 was granted from NAHF. The remaining came from ACF of Flagstaff and collaborators. These process allowed donors to see all proposals and provided a stream-lined, one-application system to the nonprofit organizations.

2018 Contributing Collaborators:
- American Society of Civil Engineer’s Northern AZ Younger Members
- Capstone Health Fund
- Ernest & Evelyn Chilson Fund
- Forest Highlands Foundation
- Full Circle Charities
- Geile Charitable Fund
- GeoFund
- Molly and Joseph Herman Foundation
- McClanahan Family Fund
- W. L. Gore & Associates, Inc.

The collaborators above contributed $560,665 to the 2018 applications.

ACF of Flagstaff Funding: $508,243
Awarded Grant Funding 2018

Page/Lake Powell Community Fund
$17,500
- Association for Supportive Child Care
- City of Page Library
- Grand Canyon Youth, Inc.
- Page Community Center
- United Way of Northern Arizona - KinderCamp
- Victim Witness Services for Coconino County

Greater Williams Community Fund
$9,635
- Arizona Science Center
- Big Brothers Big Sisters of Flagstaff
- Coconino County Community Services
- Girls on the Run of Northern Arizona
- United Way of Northern Arizona - KinderCamp
- Victim Witness Services for Coconino County
- Williams Alliance for the Arts
- Williams Police Department
- Williams Unified School District

Tuba City Community Fund
$6,450
- Tuba City Humane Society, Inc.
- Tuba City Regional Health Care Corporation
- United Way of Northern Arizona - VITA
## Northern Arizona Community Funds

### Awarded Grant Funding 2017

<table>
<thead>
<tr>
<th>Community Fund</th>
<th>Funding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Page/Lake Powell Community Fund</strong></td>
<td>$22,013</td>
</tr>
<tr>
<td>Arizona Theatre Company</td>
<td></td>
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<tr>
<td>Association for Supportive Child Care</td>
<td></td>
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<tr>
<td>Coconino County Public Health Services District</td>
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<tr>
<td>Glen Canyon Natural History Association</td>
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<tr>
<td>Special Olympics Arizona</td>
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<tr>
<td>THE CIRCLE OF PAGE</td>
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<tr>
<td>United Way of Northern Arizona – KinderCamp</td>
<td></td>
</tr>
<tr>
<td><strong>Greater Williams Community Fund</strong></td>
<td>$9,575</td>
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<tr>
<td>Arizona Science Center</td>
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<tr>
<td>Coconino County Community Services</td>
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<tr>
<td>Girls on the Run of Northern Arizona</td>
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<tr>
<td>Matthew James Broehm VFW Auxiliary Post</td>
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<tr>
<td>United Way of Northern Arizona - KinderCamp</td>
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<tr>
<td>Williams Alliance for the Arts</td>
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<tr>
<td>Williams Fire Department</td>
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<tr>
<td>Williams Public Library</td>
<td></td>
</tr>
<tr>
<td><strong>Tuba City Community Fund</strong></td>
<td>$7,006</td>
</tr>
<tr>
<td>Life Sharing Center, Inc.</td>
<td></td>
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<tr>
<td>Tuba City Humane Society, Inc.</td>
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<tr>
<td>Tuba City Regional Health Care Corporation</td>
<td></td>
</tr>
<tr>
<td>United Way of Northern Arizona - VITA</td>
<td></td>
</tr>
</tbody>
</table>
Collaborative Funds

Awarded Grant Funding 2018

$404,400
- Advancing Communities Foundation
- Black Mesa Water Coalition
- Black Mesa Trust
- Conservation Legacy
- Covenant Pathways
- Hasbidito
- Hopi Tutskwa Permaculture Institute
- Hualapai Tribe
- Ita Hopi Lavayi
- Mesa Media Inc.
- Ndee Bikiyaa (The Peoples Farm)
- Pueblo of Acoma-Acoma Learning Center
- Tolani Lake Enterprises
- Utah Dine Bikeyah
- Zuni Youth Enrichment Project

Awarded Grant Funding 2017

$263,462
- Ancestral Lands Zuni
- Advancing Communities Foundation
- Black Mesa Water Coalition
- Covenant Pathways
- Hopi Tutskwa Permaculture Institute
- Hualapai Tribe
- White Mountain Apache Tribe-Ndee Bikiyaa-The People's Farm
- Pueblo of Acoma-Acoma Learning Center
- Uranium Education Coalition
- Utah Dine Bikeyah
- White Mesa Concerned Community
- Zuni Youth Enrichment
Scholarships

- Largest private provider of scholarships in Arizona
  - Over 180 scholarship funds
  - Single online application
Flagstaff Tax Credit Coalition

BE A HERO, DO BOTH!
Give to both a qualifying nonprofit and school. You can claim both tax credits!

FlagstaffTaxCredit.org

Started in 2013, with $255,930 kept in Flagstaff with the nonprofits;

2017/8, $1,073,964 stayed in Flagstaff!
## Front Door Initiative

Initial funding for the launch of the project provided by ACF of Flagstaff, our Collaborators, United Way of Northern Arizona, Arizona Department of Housing, Flagstaff Shelter Services, Coconino County, City of Flagstaff, Sunshine Rescue Mission, Catholic Charities and one Anonymous Donor

ACF of Flagstaff continues to work with the City Housing Department on annual updates

### Front Door Initiative

<table>
<thead>
<tr>
<th>Agency</th>
<th>Phone</th>
<th>Services Provided</th>
<th>Where?</th>
<th>For Whom?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagstaff Health Plan</td>
<td>928-779-0900</td>
<td>Newborn screening, infant hearing, wellness workshops, cancer screening, child development, food assistance, health education</td>
<td>Call to schedule</td>
<td>Appuser</td>
</tr>
<tr>
<td>American Legion</td>
<td>928-774-6512</td>
<td>Support for veterans and their families</td>
<td>Veterans</td>
<td></td>
</tr>
<tr>
<td>American Red Cross</td>
<td>928-774-3532</td>
<td>Emergency services, blood donation</td>
<td>Locations: Alaska, Ohio, and more</td>
<td></td>
</tr>
<tr>
<td>Anna Lee Snyder Foundation</td>
<td>928-410-6514</td>
<td>Assistance for Flagstaff area residents</td>
<td>Website: annasver.org</td>
<td></td>
</tr>
<tr>
<td>Arizona Care Home Health</td>
<td>928-775-8470</td>
<td>Post-acute care, skilled nursing, home health</td>
<td>Home-based care for seniors</td>
<td></td>
</tr>
<tr>
<td>Arizona Children's Association</td>
<td>928-202-1200</td>
<td>Foster care, adoption, training, adoption, independent living skills training</td>
<td>Foster care training programs</td>
<td></td>
</tr>
<tr>
<td>Arizona Department of Economic Security</td>
<td>928-774-6343</td>
<td>Case management, family counseling, substance abuse treatment, mental health services</td>
<td>Website: edse.az.gov</td>
<td></td>
</tr>
<tr>
<td>Boys and Girls Club of Flagstaff</td>
<td>928-526-1900</td>
<td>After-school programs, youth development, healthy lifestyles, education and training, leadership</td>
<td>Website: bgcflagstaff.org</td>
<td></td>
</tr>
<tr>
<td>Catholic Charities Community Services</td>
<td>928-774-9101</td>
<td>Food assistance, clothing, rental assistance, utilities, crisis intervention</td>
<td>Website: cccsflagstaff.org</td>
<td></td>
</tr>
<tr>
<td>Catholic Charities Western Services</td>
<td>928-774-9799</td>
<td>Water conservation, emergency assistance, financial counseling, education and training</td>
<td>Website: ccwestern.org</td>
<td></td>
</tr>
<tr>
<td>Emerge</td>
<td>928-774-3330</td>
<td>Advocacy, support, counseling, emergency shelter, housing, legal services, case management</td>
<td>Website: emergeflagstaff.org</td>
<td></td>
</tr>
<tr>
<td>Family Connection</td>
<td>928-774-3921</td>
<td>Support for families, children, and youth</td>
<td>Website: familyconnection.org</td>
<td></td>
</tr>
<tr>
<td>Family Service of Northern Arizona</td>
<td>928-774-4800</td>
<td>Family counseling, grief support, substance abuse treatment, mental health services</td>
<td>Website: familyserviceaz.org</td>
<td></td>
</tr>
<tr>
<td>Flagstaff Community Health Coalition</td>
<td>928-774-9404</td>
<td>Health and wellness programs, health education, health promotion, community engagement</td>
<td>Website: flagstaffchc.org</td>
<td></td>
</tr>
<tr>
<td>Flagstaff Children's Advocacy Network</td>
<td>928-774-1960</td>
<td>Child abuse prevention, child advocacy, child safety, family support</td>
<td>Website: flagstaffchcn.com</td>
<td></td>
</tr>
<tr>
<td>Flagstaff Family Partnership</td>
<td>928-774-6675</td>
<td>Mental health services, family counseling, substance abuse treatment, case management</td>
<td>Website: flagstafffamilypartnership.org</td>
<td></td>
</tr>
<tr>
<td>City of Flagstaff Housing Department</td>
<td>928-213-2700</td>
<td>Planning, development, affordable housing, rental assistance, home ownership</td>
<td>Website: flagstaffhousing.com</td>
<td></td>
</tr>
<tr>
<td>Christopher Camelot</td>
<td>928-295-8181</td>
<td>Supportive housing, mental health services, substance abuse treatment, case management</td>
<td>Website: christophercamelot.org</td>
<td></td>
</tr>
</tbody>
</table>
Welcome to Cash for College Scholarship Awareness Night!

Learning Sessions
Each session will be held three times and lasts about 20 minutes, starting at 6:00 pm, 6:25 pm, and 6:50 pm

Career Center, FAFSA Assistance, begins at 5:00 pm. The Northern Arizona College Resource Center’s staff will provide one on one assistance with completing the 2019-2020 FAFSA application and also answer general financial aid questions.

Room 404, 529 Plans, The 529 plan provides tax-advantage opportunities to save for your education. Learn how you can make this work for your education.

Room 403, Arizona Community Foundation Scholarships, learn about the scholarship opportunities and how to apply to the Community Foundation. The Foundation is the largest provider of private scholarships in the state.

Room 408, ASU Financial Aid and Scholarships, Learn more about Arizona State University specific financial aid and scholarships programs available to incoming freshmen.

Room 405, Career pathways offered by the military, A career in the military offers technical training, real world application certificates, department of labor accreditation, and free education, all while receiving competitive pay, full medical and dental coverage, and housing and food allowances. Learn about the 350+ career options offered.

Room 407, Coconino County Community Services’ Individual Development Accounts; Save2Learn match saving grants, Individual Development Accounts Save2Learn income and asset-eligible participants save earned income leveraging match grants to finance career-building, certificate or degree producing post-secondary education. Participating students save up to $1,000 of earned income to be matched with up to $3,000 in grants covering tuition, fees, books, and other supplies identified in their course syllabi.

Room 406, Understanding College Expenses, Get an overview of all the expenses associated with attending college for an academic year. Learn what scholarships and financial aid can cover and the remaining expenses families will need to consider.

Largest provider of private Scholarships in the state
For the period of Sept 2017-Sept 2018
$220,424.00 worth of scholarships for students from Flagstaff and/or attending colleges or universities in Flagstaff

Access over $2 million in scholarships at azfoundation.academicworks.com

Completing one application will match students to any available scholarships for which they may be eligible.

Apply early to qualify for the most awards!

- Students can be high school seniors, current college students, or adult re-entry.
- Awards for all types of degrees: 2-year, 4-year, and technical schools.
- Deadlines begin in March, with some as late as May.
- Awards for all fields of study, some based on merit or financial need, others on geography or demographic group.

The Arizona Community Foundation is the state’s largest private provider of college scholarships, awarding millions of dollars annually to help students achieve their educational goals.

Find out more at azfoundation.academicworks.com
ACF Services Available

- Review and recommendations of current grantmaking processes
- Fee for Service grantmaking
  - Fully customized, all back-office work done by ACF
- Establish a fund at ACF with carryover monies from Board of Supervisors Initiative Funds – directed towards future needs in the community
Private-Public Partnerships

- ACF has granted $17,800 for the Sedona Slide Fire to Coconino County Search and Rescue for satellite radios and subscription services through ACF of Flagstaff

- ACF of Yavapai County
  - City of Prescott – ACFYC – new regional airport terminal in Prescott through a Collaborative Fund
  - Board of Supervisors – ACYC – Disaster Relief fund for emergency situations – in discussion
  - City of Prescott – ACYC – Pickleball Courts – land donated by the City, Collaborative Fund raised to build the courts
Questions and Comments

THANK YOU!
Field of interest funds address a particular area of community life that captures the imagination or carries personal meaning. The Arizona Community Foundation of Flagstaff honors donors’ wishes forever by annually awarding grants from the funds to organizations and programs that meet the criteria outlined in the named interest area. These funds support Flagstaff today and remain flexible enough to support community needs in each field of interest, even as those needs change over time.

**Flagstaff Animal Welfare Fund:** This fund provides grants to local animal welfare organizations for a variety of programs including low-cost spay and neuter services, animal rescue and rehabilitation.

**Flagstaff Community Education Fund:** This fund benefits public and private education programs in Flagstaff. Past recipients have included community classes for adult literacy and young authors summer camp scholarships.

**Flagstaff P-12 Educational Resources Fund:** This fund provides grants to increase educational opportunities for children in preschool through 12th grade, their teachers and their families, within the Flagstaff community.

**Flagstaff Community Environmental Education and Conservation Fund:** This fund provides grants to organizations whose purpose is to sustain the local environment. Past recipients have included youth summer forestry and environmental programs and general operating sustainability funding for an environmental education center.

**Flagstaff Community Healthcare Fund:** This fund provides grants to organizations that provide community health care services to the Flagstaff community. Past recipients have included education and awareness programs for juvenile diabetes and medical cost assistance for a reproductive health program.

**Music Education Fund:** This fund benefits schools and organizations that provide music education to the Flagstaff community, including school music programs, music scholarships, cultural enrichment programs, music performances, and guest musicians.

**Pickard Arts & Culture Fund For Flagstaff:** This fund benefits organizations and schools providing Arts and Cultural services to the Flagstaff community, including artist in schools residencies, arts scholarships, visual art community showcasing, cultural enrichment programs, and operational support for arts in education.

**Flagstaff Social Services Fund:** This fund provides grants to projects that provide social services in Flagstaff. Past recipients have included relative and caregiver assistance, homeless assistance and school-based services.

**Victim Services Fund:** This fund benefits organizations that provide services to local crime victims, their families and others affected by crime, in such areas as advocacy, protection, shelter, training, counseling and transition. Past recipients have included victim assistance/advocacy and crime scene cleanup.

**Flagstaff Youth Fund:** This fund benefits Flagstaff organizations that promote and provide programs for youth in grades K-12 and younger. Past recipients have included scholarships for local youth clubs and funding for career and financial education for middle school children.

**Flagstaff Substance Abuse Prevention Fund:** This fund is used exclusively for researched-based prevention and reduction of substance abuse for youth (Preschool-12th grade) through information, education, advocacy, or innovative drug-free alternative activities.

**Flagstaff Community Fund (Unrestricted):** This fund is used to hold “unrestricted” dollars which will be used where the need is greatest.
Our Partners in Giving

The Arizona Community Foundation of Flagstaff has many assets. The strongest is our relationship with our giving partners. Through the power of collaboration, we are able to distribute more funds impacting more people than we could alone. We thank our funding partners and recognize their generous contributions into our community.

- American Society of Civil Engineer’s Northern Arizona Younger Members Group: $500
- ACF of Flagstaff: $508,243
- Capstone Health Fund: $103,500
- Ernest & Evelyn Chilson Fund: $18,000
- Forest Highlands Foundation: $200,800
- Full Circle Charities: $13,990
- Geile Charitable Fund: $75,000
- GeoFund: $40,500
- Molly and Joseph Herman Foundation: $53,450
- McClanahan Family Unrestricted Fund: $6,719
- Northern Arizona Healthcare Foundation: $704,910
- W. L. Gore & Associates, Inc.: $48,207

Grand Total of all Grants: $1,773,819

Our Thanks To These Generous Event Underwriters
Flagstaff Community Youth Fund
Total Grants: $52,067

- Be Kind People Project: ACF-Flag, GEO
- Big Brothers Big Sisters of Flagstaff (Collaborative): ACF-Flag, FHF, GEILE, MCCLAN
- Big Brothers Big Sisters of Flagstaff: ACF-Flag
- Flagstaff Grad Night: ACF-Flag
- Girls on the Run of Northern Arizona: ACF-Flag, GEILE, GEO, HERMAN
- Grand Canyon Youth, Inc.: ACF-Flag, FHF, GEILE, GEO, GORE, HERMAN, MCCLAN
- Museum of Northern Arizona (Collaborative): FHF, GORE, HERMAN, MCCLAN
- Northern Arizona Martial Arts School of Chung Do Kwan: ACF-Flag, GEILE, HERMAN
- notMyKid, Inc.: HERMAN

Flagstaff Community Youth Fund Committee
Howard Brown, Co-Chair
Kimberlie Geile-Gonzalez, Co-Chair
Gayle Benton
Shelly Sterns
Betty Marcus

Flagstaff Education Fund
Total Grants: $37,182

- Arizona Science Center: ACF-Flag, GEO, HERMAN
- Coconino County Sheriff’s Search and Rescue (Collaborative): ACF-Flag
- DREAMS: ACF-Flag, FHF, FULL, HERMAN
- Literacy Volunteers of Coconino County: ACF-Flag, FHF, GEILE, GEO, HERMAN
- Northern Arizona Pioneers’ Historical Society: ACF-Flag, CHILS, MCCLAN
- Sinagua Middle School: FULL
- Smart Schools, Inc.: ACF-Flag, HERMAN

Flagstaff Education Fund Committee
Kimberlie Geile-Gonzalez, Chair
Michelle Gendron
Kathy Mitchell
Helen Ranney
Josh Stackhouse
Northern Arizona Healthcare Foundation (NAHF) facilitated a separate grant cycle through ACF of Flagstaff for organizations requesting more than $5,000 in their application for the purpose of improving healthcare in the region. All organizations below in italics were funded through Northern Arizona Healthcare Foundation (NAHF) and Northern Arizona Community Health Grant Cycle.

- A New Dawn: NAH, NAHF, FHF, GEO, HERMAN
- Boys & Girls Club of Flagstaff: NAH, NAHF
- Cancer Support Community Arizona: NAH, NAHF
- CCC Foundation: ACF-Flag, NAH, NAHF, CAP
- Flagstaff Medical Center - CIP Medical Direction: NAH, NAHF
- Flagstaff Medical Center - Palliative Care: NAH, NAHF, HERMAN
- Flagstaff Medical Center - Pediatric Trauma: ACF-Flag, NAH, NAHF
- Flagstaff Medical Center - Special Care Nursery: NAH, NAHF
- Flagstaff Medical Center - Palliative Care Verde Valley: NAH, NAHF
- Hozhoni Foundation, Inc.: ACF-Flag, NAH, NAHF, CAP, FHF, GEO
- Literacy Volunteers of Coconino County (Collaborative): ACF-Flag, FHF
- NAU – School of Nursing: ACF-Flag, NAH, NAHF
- North Country Healthcare: NAH, NAHF, CAP, CHILS
- North County Healthcare (Collaborative): ACF-Flag, NAH, NAHF, HERMAN
- Northland Hospice and Palliative Care, Inc.: ACF-Flag, NAH, NAHF, FHF, GEILE
- Planned Parenthood Arizona, Inc.: NAH, NAHF, FHF, GEO, HERMAN
- Poore Medical Clinic: ACF-Flag, NAH, NAHF, CAP, CHILS, FHF, GEO
- Ronald McDonald House Charities of Central and Northern Arizona: NAH, NAHF, CAP, GEILE
- Special Olympics Arizona: NAH, NAHF, CAP
- Sunnyside Neighborhood Association: ACF-Flag
- The Peaceful Revolution Project: ACF-Flag NAH, NAHF, FHF, GEILE, HERMAN

Flagstaff Community Health Care and Victim Services Funds Committee

Mary Taylor Huntley, Chair
Chris Bavasi
Keli Openshaw
Victim Services Fund

Total Grants: $74,200

- Housing Solutions of Northern Arizona: ACF-Flag, FHF, GEILE, HERMAN
- Northland Family Help Center: ACF-Flag, FHF, GEILE, GEO, HERMAN, MCCLAN
- Victim Witness Services for Coconino County: ACF-Flag, FHF, GEILE, GEO, HERMAN

Flagstaff Community Fund

Total Grants: $20,517

- ANEW Living, Inc.: ACF-Flag, FHF, GEILE
- Change of Pace Running Club: ACF-Flag
- Coconino Coalition for Children & Youth: HERMAN
- Coconino County Sheriff’s Search and Rescue: ACF-Flag
- Habitat for Humanity of Northern Arizona: ACF-Flag, GEILE, GEO

Flagstaff P-12 Educational Resources Fund

Total Grants: $409,407

- Arboretum at Flagstaff: ACF-Flag, GORE
- Arizona Natural History Association/Elden Pueblo Project: ACF-Flag
- Association for Supportive Child Care: ACF-Flag
- Coconino County Superintendent of Schools: ACF-Flag
- Flagstaff Symphony Orchestra: ACF-Flag, HERMAN, MCCLAN
- FUSD Foundation, Inc.: ACF-Flag, FULL, HERMAN
- Friends of Camp Colton: ACF-Flag, GEO, GORE
- Girl Scouts–Arizona Cactus-Pine Council: ACF-Flag
Flagstaff Music Education Fund

Total Grants: $28,165

- Children's Chorale of Flagstaff: ACF-Flag
- Eva Marshall Elementary School: ACF-Flag
- Flagstaff Community Band: ACF-Flag
- Grand Canyon Guitar Society, Ltd.: ACF-Flag
- NAU – School of Music: ACF-Flag, MCCLAN
- Northern Arizona Celtic Heritage Society: ACF-Flag

Pickard Arts & Culture Fund of Flagstaff

Total Grants: $37,625

- Alpine Community Theater: ACF-Flag
- Artists’ Coalition of Flagstaff: ACF-Flag, MCCLAN
- Canyon Movement Company, Inc.: ACF-Flag
- Capoeira Amizade Flagstaff: ACF-Flag, GEO, HERMAN, MCCLAN
- Dark Sky Aerial: ACF-Flag, GEO, HERMAN
- Flagstaff Light Opera Company: ACF-Flag
- Flagstaff Master Chorale, Inc.: ACF-Flag, MCCLAN
- Flagstaff Shakespeare Festival: ACF-Flag, HERMAN
- Pine Forest Education Association, Inc.: ACF-Flag, GEO, HERMAN
Flagstaff Social Services Fund
Total Grants: $184,393

- American Red Cross in Arizona: ACF-Flag, HERMAN
- Arizona Friends of Foster Children: GEILE
- Catholic Charities Community Services, Inc: ACF-Flag, FHF, GEILE, HERMAN
- Catholic Charities Community Services, Inc. (Collaborative): ACF-Flag, CHILS, FHF, GEILE
- Chicanos Por La Causa, Inc.: ACF-Flag, FHF, GEILE, HERMAN
- Coconino CASA for Kids, Inc.: ACF-Flag, FHF, GEILE, HERMAN
- Coconino County Community Services: ACF-Flag, FHF, FULL
- Coconino County Sheriff’s Office: ACF-Flag, FHF, GEILE, HERMAN
- Flagstaff Family Food Center – Food Bank & Kitchen: ACF-Flag, FHF, GEILE, GEO, MCCLAN
- Flagstaff Shelter Services: ACF-Flag, FHF, GEILE, GEO
- Golden Rule Charities - The Pantry: ACF-Flag
- Integrated Family Court: GEILE, HERMAN

- American Society of Civil Engineer’s Northern Arizona Younger Member Group (ASCE)
- Capstone Health Fund (CAP)
- Ernest & Evelyn Chilson Fund (CHILS)
- Forest Highlands Foundation (FHF)
- Full Circle Charities (FULL)
- Geile Charitable Fund (GEILE)
- GeoFund (GEO)
- Molly and Joseph Herman Foundation (HERMAN)
- McClanahan Family Unrestricted Fund (MCCLAN)
- Northern Arizona Healthcare (NAH)
- Northern Arizona Healthcare Foundation (NAHF)
- W. L. Gore & Associates, Inc. (GORE)

- Orchestra Northern Arizona: ACF-Flag, HERMAN
- Theatrikos Theater Company: ACF-Flag, FULL, HERMAN, MCCLAN

Flagstaff Social Services Fund Committee
Brian Blue, Co-Chair
Leslie McLean, Co-Chair
Melanie Chavez
Erin Moore
Tad Moore
Eric Walden

- Lending Solutions of Northern Arizona: ACF-Flag, FHF, GEILE
- Northland Free Tax Assistance: ACF-Flag, HERMAN, MCCLAN
- OCJ Kids: ACF-Flag, GEILE
- Over the Rainbow Butterfly Garden, Inc.: ACF-Flag, CAP
- Quality Connections, Inc.: ACF-Flag, CAP, GEILE, GEO, HERMAN
- Society of St. Vincent de Paul: ACF-Flag, FHF, GEILE, MCCLAN
- St. Mary’s Food Bank Alliance: ACF-Flag, GEILE, HERMAN
- Sun Sounds Foundation, Inc.: ACF-Flag, CAP
- Sunshine Rescue Mission: ACF-Flag, GEILE
Flagstaff Community Environmental Education & Conservation Fund

Total Grants: $19,622
- Arboretum at Flagstaff (Collaborative): ACF-Flag
- Arizona Trail Association, Inc.: ACF-Flag
- Azulita Project, Inc.: ACF-Flag, GEO, HERMAN
- Benefactors of Red Rock State Park, Inc.: GORE
- Flagstaff Festival of Science: ACF-Flag, ASCE, HERMAN, McCLAN
- Pine Forest Foundation: ACF-Flag, GEO

Flagstaff Animal Welfare Fund

Total Grants: $7,631
- Arizona Cattle Dog Rescue: ACF-Flag, CHILS, HERMAN
- Ark Cat Sanctuary: ACF-Flag, HERMAN
- Paw Placement of Northern Arizona: ACF-Flag, HERMAN
- Sacred Peaks Equine Sanctuary, Inc.: ACF-Flag, HERMAN

ACF of Flagstaff Board of Advisors

Mary Taylor Huntley, Chair
Annette Avery
Brian Blue
Dan Campbell
Melanie Chavez
Arian Sunshine Coffman
Andy Fox
Kimberlie Geile-Gonzalez
Patrice Horstman
Leslie McLean
Thom O’Hara
Susan Schroeder
Susan Stilley
Eric Yordy

Flagstaff Environmental Education and Conservation Fund Committee

Thom O’Hara, Chair
Jeff Balmat
Dan Campbell
Shawn Mahoney
Julie Mueller
Cory Roberdeau
Dustin Titcomb

Flagstaff Animal Welfare Committee

Annette Avery, Chair
Eric Marcus
Kay McConagha
Dean Taylor
At Findlay, we are committed to providing a world-class environment dedicated to building life-long relationships through integrity and commitment.

We are a family owned business for over 50 years and have become one of the top auto groups in the nation.

Our philosophy is to focus on our community and help make Flagstaff a better place to live.

“Once you make it the people business instead of the car business, things start to change!”
— Rich Abajian “Coach” @ Findlay Toyota
Don’t bang your head against the wall worrying about financing your renovation. Instead, break them down and create the open concept you’ve always wanted. With just one loan and one monthly payment, paying for your home improvement will be easier than you ever imagined.

For more than 30 years, we’ve been perfecting the mortgage process and giving homeowners the confidence to take on a home renovation. With PrimeLending by your side, you can fall in love with your home again.
NONPROFITS MATTER

Congratulations to the Arizona Community Foundation of Flagstaff grant recipients. Your hard work & dedication have reaped great rewards for your organization.

Downtown Flagstaff
928.779.9000

East Flagstaff
928.714.1737

Proudly supporting Arizona communities – it’s where we live and work!
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Bonny Lynn, Finance Director

SUBJECT: Presentation and discussion on Fiscal Year 2019 Budget/Financial Update.

BACKGROUND:

Each month staff will provide a monthly budget update to the Board of Supervisors. Staff will be revising and adding additional information in future dates.

PURPOSE OF THE PRESENTATION:

Staff will be providing the Board of Supervisors with a year to date financial presentation.

ALTERNATIVES:

No alternatives. This is a discussion only.

FISCAL IMPACT:

No fiscal impact. This is a discussion only.

ATTACHMENTS:

1 - Staff Report - 1/2/2019 -
2 - Supporting Document - BOS BUDGET UPDATE THRU NOV - 12/31/2018
3 - Supporting Document - MAJOR FUND REVENUE THRU NOV - 12/31/2018
4 - Supporting Document - DISTRICT BUDGET UPDATE THRU NOV - 12/31/2018
5 - Supporting Document - STRATEGIC INVESTMENT PLAN UPDATE - 1/2/2019
6 - Supporting Document - STRATEGIC INVESTMENTS FOR BUDGET - 1/2/2019
COCONINO COUNTY
Board Budget Update, through November 30th, 2018 (42% of Year)
Summary Statements

General Fund Expenditures
Through November, General Fund expenditures are at 36.7% of total budget, significantly lower than the prorated 42%.
   This follows historical trend (37.1% at this point in FY18)

The Recorder, Superintendent of Schools, and Superior Court are slightly over their General Fund budget.
   The Recorder's overage is due to expenses associated with the November general election.
   Superintendent of Schools is due to a $40,000 lease payment made at the beginning of the year.
   Superior Court's overage is due to significantly higher Restoration to Competency expenses, as well as increased jury lodging expenses.

The Career Center, Community Services, and Human Resources are significantly under their General Fund budget.
   The Career Center's General Fund budget consists of the Youth Leaders in Action program, which occurred this summer but still has funding remaining.
   Community Services is under its General Fund budget, due to salary/ERE savings in its Administration Program.
   Human Resources is under its General Fund budget due to the vacancy of the Diversity position, as well as the payment of liability insurance, which occurs in January.

Expenditures, All Funds
Through November, expenditures in all funds are at 30.7% of total budget, significantly lower than the prorated 42%.
   But this is slightly higher than historical trend (28.4% at this point in FY18).

The Recorder is the only department that is materially over budget for all funds, due to expenditures related to the November general election.

Several departments are significantly under their expenditure budget for all funds:
   The Career Center budgets their entire WIOA multi-year grant award, resulting in the department being significantly under budget by year-end.
   Community Initiative expenditures occur at various times throughout the year.
   Jail District, Facilities, Parks & Recreation, and Flood Control: all due to large capital projects that have not yet started.
   KVID is under budget due to lower electricity and infrastructure repair expenses.
   Superintendent of Schools Equalization Assistance payments aren't made until year-end.

General Fund Transfers
Through November, only the Maintenance of Effort payments to PHSD and the Jail District have been made.
Total budgeted transfers out of the General Fund are lower for FY19 compared to FY18, due to a $9 Million FY18 transfer to the Facilities Master Plan.
## COCONINO COUNTY

General Fund Expenditures by Department
Fiscal Year 2019, through November (42%)

<table>
<thead>
<tr>
<th>DEPARTMENT/FUND</th>
<th>BUDGETED EXPENDITURES</th>
<th>ACTUAL EXPENDITURES $</th>
<th>PERCENT EXPENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Probation</td>
<td>$1,921,034</td>
<td>$703,257</td>
<td>37%</td>
</tr>
<tr>
<td>Assessor</td>
<td>2,352,733</td>
<td>808,176</td>
<td>34%</td>
</tr>
<tr>
<td>Board of Supervisors</td>
<td>2,385,125</td>
<td>843,560</td>
<td>35%</td>
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<tr>
<td>Career Center</td>
<td>45,919</td>
<td>13,494</td>
<td>29%</td>
</tr>
<tr>
<td>Clerk of Superior Court</td>
<td>1,377,964</td>
<td>527,016</td>
<td>38%</td>
</tr>
<tr>
<td>Community Development</td>
<td>2,828,989</td>
<td>982,231</td>
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</tr>
<tr>
<td>Community Services</td>
<td>546,318</td>
<td>138,468</td>
<td>25%</td>
</tr>
<tr>
<td>Constable</td>
<td>104,878</td>
<td>45,662</td>
<td>44%</td>
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<tr>
<td>County Administration</td>
<td>2,157,769</td>
<td>750,513</td>
<td>35%</td>
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<tr>
<td>County Attorney</td>
<td>4,255,874</td>
<td>1,741,974</td>
<td>41%</td>
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<tr>
<td>Facilities Management</td>
<td>4,185,630</td>
<td>1,379,057</td>
<td>33%</td>
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<tr>
<td>Finance</td>
<td>1,650,291</td>
<td>593,803</td>
<td>36%</td>
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<tr>
<td>Human Resources</td>
<td>1,866,554</td>
<td>540,457</td>
<td>29%</td>
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<td>Information Technology</td>
<td>3,149,465</td>
<td>1,195,984</td>
<td>38%</td>
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<tr>
<td>Justice Courts - Flagstaff</td>
<td>1,457,523</td>
<td>559,392</td>
<td>38%</td>
</tr>
<tr>
<td>Justice Courts - Fredonia</td>
<td>238,436</td>
<td>90,194</td>
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<tr>
<td>Justice Courts - Page</td>
<td>481,607</td>
<td>187,186</td>
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<tr>
<td>Justice Courts - Williams</td>
<td>460,458</td>
<td>167,746</td>
<td>36%</td>
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<tr>
<td>Juvenile Court Services</td>
<td>3,747,071</td>
<td>1,356,908</td>
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<tr>
<td>Legal Defender</td>
<td>1,327,036</td>
<td>493,928</td>
<td>37%</td>
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<tr>
<td>Non-Departmental</td>
<td>2,353,065</td>
<td>355,138</td>
<td>15%</td>
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<tr>
<td>Parks &amp; Recreation</td>
<td>2,305,628</td>
<td>708,705</td>
<td>31%</td>
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<tr>
<td>Public Defender</td>
<td>2,595,671</td>
<td>1,004,109</td>
<td>39%</td>
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<tr>
<td>Public Fiduciary</td>
<td>813,976</td>
<td>296,580</td>
<td>36%</td>
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<tr>
<td>Recorder</td>
<td>2,838,744</td>
<td>1,267,320</td>
<td>45%</td>
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<tr>
<td>Sheriff</td>
<td>10,785,187</td>
<td>4,280,312</td>
<td>40%</td>
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<tr>
<td>Superintendent of Schools</td>
<td>508,424</td>
<td>231,870</td>
<td>46%</td>
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<tr>
<td>Superior Court</td>
<td>3,862,618</td>
<td>1,727,975</td>
<td>45%</td>
</tr>
<tr>
<td>Treasurer</td>
<td>788,529</td>
<td>291,480</td>
<td>37%</td>
</tr>
</tbody>
</table>

**TOTAL ALL DEPARTMENTS** $63,392,516 $23,282,498 36.7%
## COCONINO COUNTY

### Expenditures by Department

**Fiscal Year 2019, through November (42%)**

<table>
<thead>
<tr>
<th>DEPARTMENT/FUND</th>
<th>BUDGETED EXPENDITURES</th>
<th>ACTUAL EXPENDITURES</th>
<th>PERCENT EXPENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adult Probation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$1,921,034</td>
<td>$ 703,257</td>
<td>37%</td>
</tr>
<tr>
<td>Adult Probation State Enhancement</td>
<td>1,126,281</td>
<td>416,377</td>
<td>37%</td>
</tr>
<tr>
<td>Adult Intensive Probation</td>
<td>1,145,543</td>
<td>431,007</td>
<td>38%</td>
</tr>
<tr>
<td>Work Furlough Program</td>
<td>75,327</td>
<td>31,108</td>
<td>41%</td>
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<tr>
<td>Coconino Online Probation</td>
<td>37,771</td>
<td>30,066</td>
<td>80%</td>
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<tr>
<td>Interstate Compact Program</td>
<td>13,767</td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Drug Treatment &amp; Education</td>
<td>162,879</td>
<td>49,626</td>
<td>30%</td>
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<tr>
<td>Deferred Prosecution</td>
<td>364,161</td>
<td>117,357</td>
<td>32%</td>
</tr>
<tr>
<td>Community Punishment Program</td>
<td>201,195</td>
<td>70,467</td>
<td>35%</td>
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<tr>
<td>Adult Probation Services</td>
<td>542,163</td>
<td>196,110</td>
<td>36%</td>
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<td><strong>Department Total</strong></td>
<td>$5,590,121</td>
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<td><strong>Assessor</strong></td>
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<td>General Fund</td>
<td>$2,352,733</td>
<td>$ 808,176</td>
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<td>Assessor Storage &amp; Retrieval</td>
<td>3,682</td>
<td>164</td>
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<td>$2,356,415</td>
<td>$ 808,340</td>
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<td><strong>Board of Supervisors</strong></td>
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<tr>
<td>General Fund</td>
<td>$2,108,713</td>
<td>$ 813,060</td>
<td>39%</td>
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<td><strong>Department Total</strong></td>
<td>$2,108,713</td>
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<tr>
<td><strong>Career Center</strong></td>
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<tr>
<td>General Fund</td>
<td>$45,919</td>
<td>$ 13,494</td>
<td>29%</td>
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<td>Workforce in Action</td>
<td>1,098,356</td>
<td>318,894</td>
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<tr>
<td>Career Center Training</td>
<td>10,000</td>
<td>4,279</td>
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<tr>
<td>EDA Power Grant</td>
<td>155,799</td>
<td>32,792</td>
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<td>$1,310,074</td>
<td>$ 369,460</td>
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<td><strong>Clerk of Superior Court</strong></td>
<td></td>
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<tr>
<td>General Fund</td>
<td>$1,377,964</td>
<td>$ 527,016</td>
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<td>Probate Enhancement Fees</td>
<td>41,639</td>
<td>15,839</td>
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<td>Spousal Maintenance</td>
<td>6,288</td>
<td>2,551</td>
<td>41%</td>
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<td>DES IV-D Grant</td>
<td>69,396</td>
<td>10,629</td>
<td>15%</td>
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<td>Integrated Family Court</td>
<td>2,620</td>
<td>2,551</td>
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<td>Clerk’s Forfeiture Fund</td>
<td>130,225</td>
<td>26,765</td>
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<td>JCEF Superior Court</td>
<td>31,251</td>
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<td>Clerk’s Storage &amp; Retrieval</td>
<td>38,153</td>
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<td>$1,697,536</td>
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<td><strong>Community Development</strong></td>
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<tr>
<td>General Fund</td>
<td>$2,828,989</td>
<td>$ 982,231</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td>$2,828,989</td>
<td>$ 982,231</td>
<td>35%</td>
</tr>
<tr>
<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
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<tr>
<td>Community Initiatives</td>
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<tr>
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<td>$30,500</td>
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<tr>
<td>General Fund</td>
<td>$546,318</td>
<td>$138,468</td>
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<tr>
<td>Home Care</td>
<td>193,568</td>
<td>71,349</td>
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<tr>
<td>ADOH Housing Grants</td>
<td>278,045</td>
<td>1,826</td>
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<td>6,000</td>
<td>552</td>
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<td>Congregate Meals</td>
<td>889,838</td>
<td>287,623</td>
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<td>Social Services</td>
<td>1,417,491</td>
<td>535,846</td>
<td>38%</td>
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<td>IDA Program</td>
<td>63,435</td>
<td>2,506</td>
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<tr>
<td>General Fund</td>
<td>$104,878</td>
<td>$45,662</td>
<td>44%</td>
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<tr>
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<td>$45,662</td>
<td>44%</td>
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<tr>
<td>County Attorney</td>
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<tr>
<td>General Fund</td>
<td>$4,255,874</td>
<td>$1,741,974</td>
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<td>Pretrial Intervention</td>
<td>148,370</td>
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<tr>
<td>Attorney Enhancement</td>
<td>13,341</td>
<td>6,322</td>
<td>47%</td>
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<td>Attorney Victim Rights</td>
<td>71,349</td>
<td>23,389</td>
<td>33%</td>
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<tr>
<td>Anti-Racketeering</td>
<td>620,150</td>
<td>368,037</td>
<td>59%</td>
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<tr>
<td>Drug Prosecution</td>
<td>162,568</td>
<td>66,715</td>
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<td>Victim Restitution</td>
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<td>Victim Restitutions Interest</td>
<td>7,000</td>
<td>2,769</td>
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<td>State Aid</td>
<td>93,425</td>
<td>23,921</td>
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<td>VOCA - Victims of Crime</td>
<td>56,735</td>
<td>16,902</td>
<td>30%</td>
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<td>Victim Compensation</td>
<td>144,160</td>
<td>94,759</td>
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<td>Department Total</td>
<td>$5,617,972</td>
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<tr>
<td>County Improvement Districts</td>
<td></td>
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<tr>
<td>Tusayan Special District</td>
<td>$11,400</td>
<td>$4,079</td>
<td>36%</td>
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<tr>
<td>Fire District Assistance</td>
<td>1,726,580</td>
<td>1,024,263</td>
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<tr>
<td>North Stardust &amp; Antelope Debt Service</td>
<td>19,007</td>
<td>0</td>
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<tr>
<td>Department Total</td>
<td>$1,756,987</td>
<td>$1,028,341</td>
<td>59%</td>
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<tr>
<td>County Jail District</td>
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<tr>
<td>County Jail District</td>
<td>$23,319,965</td>
<td>$5,944,992</td>
<td>25%</td>
</tr>
<tr>
<td>Jail District Repair &amp; Replacement</td>
<td>6,857,315</td>
<td>23,920</td>
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<td>Department Total</td>
<td>$30,177,280</td>
<td>$5,968,912</td>
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</tr>
<tr>
<td>County Library District</td>
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<tr>
<td>County Library District</td>
<td>$4,308,398</td>
<td>$2,101,699</td>
<td>49%</td>
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<tr>
<td>Department Total</td>
<td>$4,308,398</td>
<td>$2,101,699</td>
<td>49%</td>
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<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>County Administration</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>General Fund</td>
<td>$2,157,769</td>
<td>$750,513</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>$2,157,769</strong></td>
<td><strong>$750,513</strong></td>
<td><strong>35%</strong></td>
</tr>
<tr>
<td>Emergency Management</td>
<td></td>
<td></td>
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<tr>
<td>Emergency Services-Supplies</td>
<td>$19,600</td>
<td>$12,396</td>
<td>63%</td>
</tr>
<tr>
<td>State and Local Assistance</td>
<td>468,541</td>
<td>175,653</td>
<td>37%</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>488,141</strong></td>
<td><strong>188,049</strong></td>
<td><strong>39%</strong></td>
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<tr>
<td>Facilities Management</td>
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<td>General Fund</td>
<td>$4,185,630</td>
<td>$1,379,057</td>
<td>33%</td>
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<td>EECBG Formula Grant</td>
<td>16,286</td>
<td>0</td>
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<tr>
<td>Space Plan</td>
<td>3,513,521</td>
<td>505,770</td>
<td>14%</td>
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<tr>
<td>GF: Asset Repair &amp; Replacement</td>
<td>1,236,719</td>
<td>55,542</td>
<td>4%</td>
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<td><strong>Department Total</strong></td>
<td><strong>8,952,156</strong></td>
<td><strong>1,940,369</strong></td>
<td><strong>22%</strong></td>
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<tr>
<td>Finance</td>
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<tr>
<td>General Fund</td>
<td>$1,650,291</td>
<td>$593,803</td>
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<tr>
<td>GF: Financial Management System</td>
<td>196,067</td>
<td>99,582</td>
<td>51%</td>
</tr>
<tr>
<td>Special Districts Billing</td>
<td>61,869</td>
<td>22,632</td>
<td>37%</td>
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<td><strong>Department Total</strong></td>
<td><strong>1,908,227</strong></td>
<td><strong>716,018</strong></td>
<td><strong>38%</strong></td>
</tr>
<tr>
<td>Flood Control District</td>
<td></td>
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<tr>
<td>Flood Control District</td>
<td>$2,516,768</td>
<td>$337,886</td>
<td>13%</td>
</tr>
<tr>
<td>Williams Flood Control District</td>
<td>182,505</td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Sedona Flood Control District</td>
<td>402,274</td>
<td>0</td>
<td>0%</td>
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<tr>
<td><strong>Department Total</strong></td>
<td><strong>3,101,547</strong></td>
<td><strong>337,886</strong></td>
<td><strong>11%</strong></td>
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<tr>
<td>Human Resources</td>
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<tr>
<td>General Fund</td>
<td>$1,866,554</td>
<td>$540,457</td>
<td>29%</td>
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<tr>
<td>GF: Self Insurance Trust Fund</td>
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<td>42,894</td>
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<tr>
<td>Information Technology</td>
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<td>General Fund</td>
<td>$3,149,465</td>
<td>$1,195,984</td>
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<tr>
<td>GF: Computer/Lease/Buy</td>
<td>809,327</td>
<td>357,010</td>
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<td><strong>Department Total</strong></td>
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<td><strong>1,552,994</strong></td>
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<tr>
<td>Justice Courts - Flagstaff</td>
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<tr>
<td>General Fund</td>
<td>$1,457,523</td>
<td>$559,392</td>
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<td>JCEF Flag JC</td>
<td>43,138</td>
<td>12,163</td>
<td>28%</td>
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<tr>
<td>Flagstaff Justice Court Enhancement</td>
<td>230,440</td>
<td>58,919</td>
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<tr>
<td>$1 Judicial Production</td>
<td>13,000</td>
<td>4,101</td>
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<td><strong>Department Total</strong></td>
<td><strong>1,744,101</strong></td>
<td><strong>634,575</strong></td>
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<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>----------------</td>
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</tr>
<tr>
<td>Justice Courts - Fredonia</td>
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<td>$238,436</td>
<td>$90,194</td>
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<td>JCEF Fredonia JC</td>
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<td>Fredonia Justice Court Enhancement</td>
<td>26,180</td>
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<td>$481,607</td>
<td>$187,186</td>
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<td>Page Justice Court Enhancement</td>
<td>104,482</td>
<td>1,872</td>
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<tr>
<td>JCEF Page JC</td>
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<tr>
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<td>CASA Special Advocate</td>
<td>195,343</td>
<td>76,677</td>
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<td>Juvenile Treatment Services</td>
<td>591,244</td>
<td>209,303</td>
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<td>Diversion - Consequences</td>
<td>127,912</td>
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<td>Juvenile Probation State Aid</td>
<td>157,266</td>
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<td>42,218</td>
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<td>Diversion - Intake</td>
<td>627,543</td>
<td>220,897</td>
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<td>Juvenile Victim’s Rights Implementation</td>
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<td>Juvenile Diversion Fees</td>
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<td>9,447</td>
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<td>Probation Fees over $40</td>
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<td>65,117</td>
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<td>CASA VOCA</td>
<td>93,434</td>
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<td><strong>$2,276,911</strong></td>
<td><strong>32%</strong></td>
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<tr>
<td>Kachina Village Improvement District</td>
<td></td>
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<tr>
<td>Kachina Village Improvement District</td>
<td>$1,692,086</td>
<td>$498,120</td>
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<tr>
<td><strong>Department Total</strong></td>
<td><strong>$1,692,086</strong></td>
<td><strong>$498,120</strong></td>
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<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>-----------------------------------</td>
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</tr>
<tr>
<td><strong>Legal Defender</strong></td>
<td></td>
<td></td>
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<tr>
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<td>$1,327,036</td>
<td>$493,928</td>
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<td>Legal Defender Fees for Services</td>
<td>36,883</td>
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<td><strong>Non-Departmental</strong></td>
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<td>State Budget Impacts</td>
<td>$540,531</td>
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<td>Contingency</td>
<td>2,509,838</td>
<td>751,203</td>
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<td>County Partners</td>
<td>435,371</td>
<td>203,716</td>
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<tr>
<td>ERP</td>
<td>295,000</td>
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<td>Joint Land Use Study</td>
<td>276,527</td>
<td>86,249</td>
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<td>Criminal Justice Integration</td>
<td>43,938</td>
<td>33,974</td>
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<td>Multi-Department Software</td>
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<td>PHSD: Contingency</td>
<td>205,402</td>
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<td><strong>Parks &amp; Recreation</strong></td>
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<td>Fair</td>
<td>468,956</td>
<td>338,009</td>
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<td>Parks Capital Projects</td>
<td>2,968,487</td>
<td>25,941</td>
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<td>Rogers Lake Trail System</td>
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<td><strong>Public Defender</strong></td>
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<td>$2,595,671</td>
<td>$1,004,109</td>
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<td>Training</td>
<td>27,940</td>
<td>5,804</td>
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<td>Public Def Fill the Gap</td>
<td>14,027</td>
<td>6,801</td>
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<td>GF: Public Defender Fees for Service</td>
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<td>18,648</td>
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<td>$813,976</td>
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<td><strong>Department Total</strong></td>
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<td>WIC Grant</td>
<td>$527,246</td>
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<td>Dental Education</td>
<td>11,005</td>
<td>401</td>
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<td>CVD Heartbeat</td>
<td>33,755</td>
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<td>TB Control</td>
<td>14,341</td>
<td>4,926</td>
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<td>42,381</td>
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<tr>
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<tr>
<td>Medical Examiner Facility</td>
<td>552,028</td>
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<td>Nutrition Grant</td>
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<td>11,413,760</td>
<td>4,407,119</td>
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<td>DEPARTMENT/FUND</td>
<td>BUDGETED EXPENDITURES</td>
<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
<td>-----------------------------------------</td>
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<tr>
<td>Bio-Terrorism Grant</td>
<td>313,878</td>
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<td>Healthy Coconino</td>
<td>13,106</td>
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<td>WIC Breastfeeding Grant</td>
<td>66,627</td>
<td>25,794</td>
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<td>Vital Records</td>
<td>239,097</td>
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<td>Prescription Drug Abuse</td>
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<td>Medical Marijuana Education</td>
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<td>428,761</td>
<td>127,692</td>
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<tr>
<td>Smoke Free Arizona</td>
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<td>Safe Routes to School</td>
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<td>Teen Pregnancy Prevention</td>
<td>193,926</td>
<td>49,105</td>
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<td>Healthy Families</td>
<td>566,116</td>
<td>186,981</td>
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<td>Healthy Start</td>
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<td>26,988</td>
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</tr>
<tr>
<td>March of Dimes</td>
<td>2</td>
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<tr>
<td>AZ Companion Animal</td>
<td>3,972</td>
<td>1,037</td>
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<td>GOHS Lifesavers Conference</td>
<td>17,000</td>
<td>216</td>
<td>1%</td>
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<td>First Things First Quality First</td>
<td>83,026</td>
<td>23,126</td>
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<tr>
<td>First Things First Oral Health Grant</td>
<td>144,679</td>
<td>48,557</td>
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<tr>
<td>CAPP</td>
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<td>261</td>
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<td>Health Policy Project</td>
<td>111,326</td>
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<td>FTF Navajo County</td>
<td>140,316</td>
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<tr>
<td>Tobacco Program</td>
<td>526,748</td>
<td>158,325</td>
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<td>384,744</td>
<td>116,101</td>
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<td>98,549</td>
<td>27,681</td>
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<td>Public Works</td>
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<tr>
<td>Special Districts</td>
<td>75,532</td>
<td>29,150</td>
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<td>Road Maintenance Sales Tax</td>
<td>7,954,176</td>
<td>3,418,242</td>
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<td>18,284,934</td>
<td>4,764,016</td>
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<td>Mechanical Services</td>
<td>3,576,573</td>
<td>1,194,770</td>
<td>33%</td>
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<tr>
<td>Solid Waste</td>
<td>578,992</td>
<td>149,097</td>
<td>26%</td>
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<tr>
<td><strong>Department Total</strong></td>
<td><strong>$ 30,470,207</strong></td>
<td><strong>$ 9,555,274</strong></td>
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<tr>
<td>Recorder</td>
<td></td>
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<tr>
<td>General Fund</td>
<td>2,838,744</td>
<td>1,267,320</td>
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<tr>
<td>Recorder's Storage &amp; Retrieval</td>
<td>137,602</td>
<td>4,442</td>
<td>3%</td>
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<td>Elections Warehouse</td>
<td>101,700</td>
<td>43,825</td>
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<td>HAVA Block Grant</td>
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<td>Voter Tabulation System</td>
<td>152,240</td>
<td>134,229</td>
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<td><strong>$ 3,230,889</strong></td>
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<td>ACTUAL EXPENDITURES</td>
<td>PERCENT EXPENDED</td>
</tr>
<tr>
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</tr>
<tr>
<td>Sheriff</td>
<td></td>
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<td>General Fund</td>
<td>$ 10,785,187</td>
<td>$ 4,280,312</td>
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<td>26,169</td>
<td>16,447</td>
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<td>304,332</td>
<td>39,781</td>
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<td>Boat Patrol</td>
<td>242,800</td>
<td>85,822</td>
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<tr>
<td>Sheriff Donations</td>
<td>22,000</td>
<td>0</td>
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<tr>
<td>Jail Enhancement</td>
<td>658,042</td>
<td>142,558</td>
<td>22%</td>
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<td>Inmate Welfare</td>
<td>399,039</td>
<td>76,752</td>
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<td>Local Law Enforcement Block Grant</td>
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<td>6,391</td>
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<td>Statewide Gang Task Force</td>
<td>248,141</td>
<td>24,225</td>
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<td>State Homeland Security</td>
<td>2,207</td>
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<tr>
<td>COPS Methamphetamine</td>
<td>139,569</td>
<td>53,055</td>
<td>38%</td>
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<td>DUI Impound Fees</td>
<td>124,000</td>
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<td>6%</td>
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<td>Officer Safety Equipment</td>
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<td>1,314,060</td>
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<td>$ 4,482,754</td>
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<td>Superior Court</td>
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<td>General Fund</td>
<td>$ 3,862,618</td>
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<td>Superior Court Fill the Gap</td>
<td>510,990</td>
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<td>IV-D Case Process Enhancement</td>
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<td>JCEF Superior Court</td>
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<td>80,000</td>
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<td>Arizona License Plant</td>
<td>3,000</td>
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<td>Forest Highlands Foundation</td>
<td>6,000</td>
<td>3,000</td>
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<td>ADR Grant</td>
<td>50,893</td>
<td>19,510</td>
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<td>Court Enhancement</td>
<td>129,484</td>
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<td>Conciliation Court</td>
<td>69,443</td>
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<td>Drug Enforcement Administration</td>
<td>30,555</td>
<td>11,770</td>
<td>39%</td>
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<td>Law Library</td>
<td>227,470</td>
<td>60,851</td>
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<td><strong>TOTAL ALL DEPARTMENTS</strong></td>
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<td>TO FUND</td>
<td>DESCRIPTION</td>
<td>FY18 BUDGETED TRANSFER</td>
</tr>
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<tr>
<td>Adult Probation</td>
<td>Adult Probation St Enhancement</td>
<td>Plug Transfer</td>
<td>$11,921</td>
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<tr>
<td>Adult Probation</td>
<td>Adult Intensive Probation</td>
<td>Plug Transfer</td>
<td>$45,187</td>
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<td>Drug Treatment &amp; Education</td>
<td>Plug Transfer</td>
<td>$3,134</td>
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<td>Adult Probation</td>
<td>Community Punishment Program</td>
<td>Plug Transfer</td>
<td>$-</td>
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<tr>
<td>Career Center</td>
<td>Career Cter Training/Education</td>
<td>Fixed Computer Lab Reimb.</td>
<td>$10,000</td>
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<td>Home Care</td>
<td>Plug Transfer</td>
<td>$152,026</td>
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<td>Community Services</td>
<td>Congregate Meals</td>
<td>Plug Transfer</td>
<td>$699,700</td>
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<td>Community Services</td>
<td>Social Services</td>
<td>Plug Transfer</td>
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<td>County Attorney</td>
<td>Atty VRIA:Victm Rghts 1761/179</td>
<td>Plug Transfer</td>
<td>$17,839</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>State &amp; Local Assistance</td>
<td>Grant Match</td>
<td>$143,682</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Coconino County-Space Plan</td>
<td>Fixed Set-Aside for Space Plan</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>Finance</td>
<td>Financial Management System</td>
<td>Copiers, HTE</td>
<td>$135,000</td>
</tr>
<tr>
<td>Information Technology</td>
<td>Computer Lease/Buy Project</td>
<td>PC, Network Replacement</td>
<td>$223,327</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Family Counseling</td>
<td>25% grant match</td>
<td>$3,949</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>CASA-Special Advocate</td>
<td>Plug Transfer</td>
<td>$-</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Juv Treatment Services</td>
<td>Plug Transfer</td>
<td>$9,605</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Diversion-Consequences</td>
<td>Plug Transfer</td>
<td>$2,663</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Juvenile Probation State Aid</td>
<td>Plug Transfer</td>
<td>$5,585</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Juvenile Victim's Rights Impl</td>
<td>Plug Transfer</td>
<td>$-</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Juvenile Intensive Probation</td>
<td>Plug Transfer</td>
<td>$-</td>
</tr>
<tr>
<td>Juvenile Court</td>
<td>Model Court-State Funds</td>
<td>Plug Transfer</td>
<td>$-</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>Revenue/Emergency/Expnd Resv</td>
<td>Increase Reserve Funds</td>
<td>$289,199</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>Financial Management System</td>
<td>ERP</td>
<td>$2,901,667</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>Parks Capital Projects</td>
<td>CPOS Admin One-Time SIR</td>
<td>$130,000</td>
</tr>
<tr>
<td>PHSD</td>
<td>Health Services Fund</td>
<td>MOE, monthly</td>
<td>$4,659,919</td>
</tr>
<tr>
<td>Public Works</td>
<td>Solid Waste</td>
<td>Plug Transfer</td>
<td>$281,575</td>
</tr>
</tbody>
</table>
### COCONINO COUNTY
General Fund Transfers by Department
Fiscal Year 2019, through November (42%)

<table>
<thead>
<tr>
<th>TO DEPARTMENT</th>
<th>TO FUND</th>
<th>DESCRIPTION</th>
<th>FY18 BUDGETED TRANSFER</th>
<th>FY18 ACTUAL TRANSFER</th>
<th>FY19 BUDGETED TRANSFER</th>
<th>FY19 YTD TRANSFER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works</td>
<td>2051 - Mechanical Services</td>
<td>One-Time SIR for Motor Pool</td>
<td>$ 200,000</td>
<td>$ 200,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Recorder</td>
<td>1013 - Elections Warehouse</td>
<td>Plug Transfer</td>
<td>101,700</td>
<td>83,453</td>
<td>101,700</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>1106 - Statewide Gang Task Force</td>
<td>Plug Transfer</td>
<td>44,591</td>
<td>8,624</td>
<td>62,978</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>1116 - County Jail District</td>
<td>MOE, monthly</td>
<td>2,700,805</td>
<td>2,700,805</td>
<td>2,754,821</td>
<td>1,377,411</td>
</tr>
<tr>
<td>Superintendent of Schools</td>
<td>1432 - Transformative Learning Center</td>
<td>Plug Transfer</td>
<td>66,652</td>
<td>55,120</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Superior Courts</td>
<td>1146 - Superior Crt State Fill the Ga</td>
<td>Fixed Recovery Court Funding</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
<td>-</td>
</tr>
<tr>
<td>Superior Courts</td>
<td>1154 - ADR Grant - Court Admin</td>
<td>Plug Transfer</td>
<td>36,749</td>
<td>36,741</td>
<td>38,893</td>
<td>-</td>
</tr>
<tr>
<td>Superior Courts</td>
<td>1158 - Law Library</td>
<td>Plug Transfer</td>
<td>34,087</td>
<td>-</td>
<td>37,751</td>
<td>-</td>
</tr>
</tbody>
</table>

$22,382,645 $19,852,055 $16,487,262 $3,840,713

Fixed Transfer: a set amount of General Fund support approved by the Board.
Plug Transfer: a flexible transfer of General Fund dollars to fill the gap between grant funding and County wage/ERE increases.
MOE (Maintenance of Effort): baseline General Fund support agreed upon during the creation of the Jail District and Public Health Services District.
## General Fund Revenue

<table>
<thead>
<tr>
<th>General Fund Revenue Category</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sales Tax</td>
<td>$17,267,346</td>
<td>$7,501,079</td>
<td>43.44%</td>
</tr>
<tr>
<td>State Shared Sales Tax</td>
<td>25,269,188</td>
<td>10,404,330</td>
<td>41.17%</td>
</tr>
<tr>
<td>Property Taxes &amp; Penalties</td>
<td>10,349,854</td>
<td>5,520,697</td>
<td>53.34%</td>
</tr>
<tr>
<td>PILT</td>
<td>2,317,987</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Auto-In-Lieu</td>
<td>3,945,830</td>
<td>1,666,243</td>
<td>42.23%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>1,406,150</td>
<td>539,147</td>
<td>38.34%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>1,479,996</td>
<td>139,290</td>
<td>9.41%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>6,386,096</td>
<td>2,338,989</td>
<td>36.63%</td>
</tr>
<tr>
<td>Fines, Fees &amp; Forfeits</td>
<td>1,234,350</td>
<td>316,756</td>
<td>25.66%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>604,325</td>
<td>788,156</td>
<td>130.42%</td>
</tr>
<tr>
<td>Total</td>
<td>70,261,122</td>
<td>29,214,686</td>
<td>41.58%</td>
</tr>
</tbody>
</table>

## Jail District Revenue

<table>
<thead>
<tr>
<th>Jail District Revenue Categories</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sales Tax</td>
<td>$17,267,346</td>
<td>$7,501,224</td>
<td>43.44%</td>
</tr>
<tr>
<td>Bed Rentals</td>
<td>529,000</td>
<td>78,437</td>
<td>14.83%</td>
</tr>
<tr>
<td>Fees &amp; Restitutions</td>
<td>28,700</td>
<td>5,500</td>
<td>19.16%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>195,000</td>
<td>152,740</td>
<td>78.33%</td>
</tr>
<tr>
<td>Total</td>
<td>18,020,046</td>
<td>7,737,901</td>
<td>42.94%</td>
</tr>
</tbody>
</table>

## PHSD Revenue

<table>
<thead>
<tr>
<th>PHSD Revenue Categories</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$4,368,608</td>
<td>$2,477,030</td>
<td>56.70%</td>
</tr>
<tr>
<td>Program Revenues</td>
<td>1,027,300</td>
<td>395,511</td>
<td>38.50%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>4,000</td>
<td>34,425</td>
<td>860.63%</td>
</tr>
<tr>
<td>Total</td>
<td>5,399,908</td>
<td>2,906,966</td>
<td>53.83%</td>
</tr>
</tbody>
</table>

## HURF Revenue

<table>
<thead>
<tr>
<th>HURF Revenue Categories</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>HURF</td>
<td>$10,417,241</td>
<td>$3,907,608</td>
<td>37.51%</td>
</tr>
<tr>
<td>Auto-In-Lieu</td>
<td>$2,136,291</td>
<td>$925,911</td>
<td>43.34%</td>
</tr>
<tr>
<td>Program Revenues</td>
<td>177,420</td>
<td>32,898</td>
<td>18.54%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>50,000</td>
<td>218,758</td>
<td>437.52%</td>
</tr>
<tr>
<td>Total</td>
<td>12,780,952</td>
<td>5,085,175</td>
<td>39.79%</td>
</tr>
</tbody>
</table>
### RMST Revenue Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sales Tax</td>
<td>$9,261,622</td>
<td>$4,589,752</td>
<td>49.56%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$5,482</td>
<td>$99,793</td>
<td>1820.38%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,267,104</strong></td>
<td><strong>$4,689,545</strong></td>
<td><strong>50.60%</strong></td>
</tr>
</tbody>
</table>

### Flood Control Revenue Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>$2,710,873</td>
<td>$1,509,629</td>
<td>55.69%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$15,100</td>
<td>$16,559</td>
<td>109.66%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,725,973</strong></td>
<td><strong>$1,526,188</strong></td>
<td><strong>55.99%</strong></td>
</tr>
</tbody>
</table>
## DISTRICT BUDGETS UPDATE

### FY19

**July 1, 2018 - November 30, 2018 (42%)**

<table>
<thead>
<tr>
<th>DISTRICT 1</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>$6,506</td>
<td>$1,886</td>
<td>29.00%</td>
</tr>
<tr>
<td>Travel</td>
<td>$6,700</td>
<td>$1,857</td>
<td>27.72%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$94,382</td>
<td>$7,000</td>
<td>7.42%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$107,588</strong></td>
<td><strong>$10,744</strong></td>
<td><strong>9.99%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 2</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>$23,660</td>
<td>$4,364</td>
<td>18.44%</td>
</tr>
<tr>
<td>Travel</td>
<td>$20,780</td>
<td>$2,544</td>
<td>12.24%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$66,884</td>
<td>$9,000</td>
<td>13.46%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$111,324</strong></td>
<td><strong>$15,907</strong></td>
<td><strong>14.29%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 3</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>$12,138</td>
<td>$3,336</td>
<td>27.48%</td>
</tr>
<tr>
<td>Travel</td>
<td>$19,516</td>
<td>$4,103</td>
<td>21.02%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$62,483</td>
<td>$1,600</td>
<td>2.56%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$94,137</strong></td>
<td><strong>$9,038</strong></td>
<td><strong>9.60%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 4</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Benefits</td>
<td>$15,115</td>
<td>$5,042</td>
<td>33.36%</td>
</tr>
<tr>
<td>Operations</td>
<td>$4,900</td>
<td>$2,073</td>
<td>42.30%</td>
</tr>
<tr>
<td>Travel</td>
<td>$16,414</td>
<td>$1,780</td>
<td>10.84%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$31,163</td>
<td>$8,900</td>
<td>28.56%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$67,592</strong></td>
<td><strong>$17,794</strong></td>
<td><strong>26%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT 5</th>
<th>FY19 Budget</th>
<th>FY19 YTD</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Benefits</td>
<td>$2,100</td>
<td>$1,965</td>
<td>93.58%</td>
</tr>
<tr>
<td>Operations</td>
<td>$12,227</td>
<td>$7,440</td>
<td>60.85%</td>
</tr>
<tr>
<td>Travel</td>
<td>$16,654</td>
<td>$8,724</td>
<td>52.38%</td>
</tr>
<tr>
<td>Community Initiative</td>
<td>$21,500</td>
<td>$4,000</td>
<td>18.60%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$52,481</strong></td>
<td><strong>$22,129</strong></td>
<td><strong>42.17%</strong></td>
</tr>
<tr>
<td>ACCOUNT</td>
<td>ACCOUNT DESCRIPTION</td>
<td>FY19 BUDGET</td>
<td>ACTUALS THRU 11/30/2018</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------------</td>
<td>-------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502001.</td>
<td>Office Supplies</td>
<td>4,306</td>
<td>957</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502008.</td>
<td>Gas &amp; Oil</td>
<td>-</td>
<td>67</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502301.</td>
<td>Postage &amp; Freight</td>
<td>400</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>300</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.502404.</td>
<td>Subscriptions</td>
<td>300</td>
<td>17</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.503006.</td>
<td>Communication Services non1099</td>
<td>1,200</td>
<td>835</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505101.</td>
<td>Outreach</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505901.</td>
<td>Contingency</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505990.</td>
<td>Unallocated P-Card Expense</td>
<td>-</td>
<td>10</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505991.</td>
<td>Disputed P-Card Transaction</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.505992.</td>
<td>Pending Repayment frm Employee</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td><strong>6,506</strong></td>
<td><strong>1,886</strong></td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707001.</td>
<td>Mileage</td>
<td>1,000</td>
<td>397</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707002.</td>
<td>Transportation</td>
<td>3,000</td>
<td>482</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707003.</td>
<td>Motor Pool Charges</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707004.</td>
<td>Vehicle Rental</td>
<td>400</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707005.</td>
<td>Per Diem - Lodging</td>
<td>1,000</td>
<td>689</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707006.</td>
<td>Per Diem - Meals</td>
<td>800</td>
<td>-</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707007.</td>
<td>Registration Fees</td>
<td>-</td>
<td>250</td>
</tr>
<tr>
<td>1001.01.0102.1001.0000.601.707008.</td>
<td>Other Travel Charges</td>
<td>500</td>
<td>39</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td></td>
<td><strong>6,700</strong></td>
<td><strong>1,857</strong></td>
</tr>
<tr>
<td><strong>Total District 1 Operations/Travel</strong></td>
<td></td>
<td><strong>13,206</strong></td>
<td><strong>3,744</strong></td>
</tr>
<tr>
<td>1001.32.3202.5751.0000.614.505252.</td>
<td>Community Initiatives D #1</td>
<td>94,382</td>
<td>7,000</td>
</tr>
</tbody>
</table>
| **Total District 1 Community Initiatives** |                                      | **94,382** | **7,000**               | **87,382**       | **7.42%**
### District 2 Summary Thru 11/30/2018 (42% of Year)

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>FY19 Budget</th>
<th>Actuals Thru 11/30/2018</th>
<th>Available Budget</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.0102.1002.0000.601.401002.</td>
<td>Temporary Wages</td>
<td>5,000</td>
<td>3,075</td>
<td>1,926</td>
<td>0.61</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451001.</td>
<td>Employer Medicare</td>
<td>-</td>
<td>45</td>
<td>(45)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451002.</td>
<td>Employer SS</td>
<td>-</td>
<td>191</td>
<td>(191)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451040.</td>
<td>Worker's Comp</td>
<td>-</td>
<td>34</td>
<td>(34)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.451042.</td>
<td>Unemployment Insurance</td>
<td>-</td>
<td>6</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.501003.</td>
<td>Consultant Fees-1099</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.501013.</td>
<td>Print/Publish/Advertise - 1099</td>
<td>150</td>
<td>-</td>
<td>150</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502001.</td>
<td>Office Supplies</td>
<td>300</td>
<td>59</td>
<td>241</td>
<td>0.20</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502011.</td>
<td>Computer Equipment / Hardware</td>
<td>3,500</td>
<td>-</td>
<td>3,500</td>
<td>0.00</td>
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<tr>
<td>1001.01.0102.1002.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>-</td>
<td>9</td>
<td>(9)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502301.</td>
<td>Postage &amp; Freight</td>
<td>100</td>
<td>-</td>
<td>100</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>1,500</td>
<td>184</td>
<td>1,316</td>
<td>0.12</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502403.</td>
<td>Memberships</td>
<td>110</td>
<td>109</td>
<td>1</td>
<td>0.99</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.502404.</td>
<td>Subscriptions</td>
<td>1,200</td>
<td>381</td>
<td>819</td>
<td>0.32</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.503006.</td>
<td>Communication Services non1099</td>
<td>1,600</td>
<td>253</td>
<td>1,347</td>
<td>0.16</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.505990.</td>
<td>Unallocated P-Card Expense</td>
<td>-</td>
<td>10</td>
<td>(10)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.505996.</td>
<td>Miscellaneous</td>
<td>200</td>
<td>9</td>
<td>191</td>
<td>0.05</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td>23,660</td>
<td>4,364</td>
<td>19,296</td>
<td>18.44%</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707001.</td>
<td>Mileage</td>
<td>1,580</td>
<td>477</td>
<td>1,103</td>
<td>0.30</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707002.</td>
<td>Transportation</td>
<td>4,500</td>
<td>604</td>
<td>3,896</td>
<td>0.13</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707003</td>
<td>Motor Pool Charges</td>
<td>200</td>
<td>35</td>
<td>165</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707004</td>
<td>Vehicle Rental</td>
<td>1,500</td>
<td>-</td>
<td>1,500</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707005</td>
<td>Per Diem - Lodging</td>
<td>6,000</td>
<td>953</td>
<td>5,047</td>
<td>0.16</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707006</td>
<td>Per Diem - Meals</td>
<td>2,500</td>
<td>134</td>
<td>2,366</td>
<td>0.05</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707007</td>
<td>Registration Fees</td>
<td>3,000</td>
<td>230</td>
<td>2,770</td>
<td>0.08</td>
</tr>
<tr>
<td>1001.01.0102.1002.0000.601.707008</td>
<td>Other Travel Charges</td>
<td>1,500</td>
<td>111</td>
<td>1,389</td>
<td>0.07</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td></td>
<td>20,780</td>
<td>2,544</td>
<td>18,236</td>
<td>12.24%</td>
</tr>
<tr>
<td><strong>Total District 2 Operations/Travel</strong></td>
<td></td>
<td>44,440</td>
<td>6,907</td>
<td>37,533</td>
<td>15.54%</td>
</tr>
<tr>
<td>1001.32.3202.5752.0000.614.505253.</td>
<td>Community Initiatives D #2</td>
<td>66,884</td>
<td>9,000</td>
<td>57,884</td>
<td>0.13</td>
</tr>
<tr>
<td><strong>Total District 2 Community Initiatives</strong></td>
<td></td>
<td>66,884</td>
<td>9,000</td>
<td>57,884</td>
<td>13.5%</td>
</tr>
</tbody>
</table>
### DISTRICT 3 SUMMARY THRU 11/30/2018 (42% of year)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY19 BUDGET</th>
<th>ACTUALS THRU 11/30/2018</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.0102.1003.0000.601.501013.</td>
<td>Print/Publish/Advertise - 1099</td>
<td>1,800</td>
<td>303</td>
<td>1,497</td>
<td>0.17</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.501024.</td>
<td>Outside Services-1099</td>
<td>2,500</td>
<td>-</td>
<td>2,500</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502001.</td>
<td>Office Supplies</td>
<td>1,741</td>
<td>1,240</td>
<td>501</td>
<td>0.71</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>350</td>
<td>215</td>
<td>135</td>
<td>0.62</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502301.</td>
<td>Postage &amp; Freight</td>
<td>1,800</td>
<td>9</td>
<td>1,791</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>300</td>
<td>-</td>
<td>300</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502402.</td>
<td>Training, class tuition &amp; fees</td>
<td>1,367</td>
<td>366</td>
<td>1,001</td>
<td>0.27</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.502403.</td>
<td>Memberships</td>
<td>500</td>
<td>210</td>
<td>290</td>
<td>0.42</td>
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<tr>
<td>1001.01.0102.1003.0000.601.502404.</td>
<td>Subscriptions</td>
<td>150</td>
<td>521</td>
<td>(371)</td>
<td>3.47</td>
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<tr>
<td>1001.01.0102.1003.0000.601.503005.</td>
<td>Communication Services-1099</td>
<td>1,155</td>
<td>156</td>
<td>999</td>
<td>0.13</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.503006.</td>
<td>Communication Services non1099</td>
<td>475</td>
<td>316</td>
<td>159</td>
<td>0.66</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td><strong>12,138</strong></td>
<td><strong>3,336</strong></td>
<td><strong>8,802</strong></td>
<td><strong>27.48%</strong></td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707001.</td>
<td>Mileage</td>
<td>3,960</td>
<td>337</td>
<td>1,000</td>
<td>0.09</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707002.</td>
<td>Transportation</td>
<td>2,800</td>
<td>463</td>
<td>606</td>
<td>0.17</td>
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<tr>
<td>1001.01.0102.1003.0000.601.707003.</td>
<td>Motor Pool Charges</td>
<td>65</td>
<td>-</td>
<td>65</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707004.</td>
<td>Vehicle Rental</td>
<td>800</td>
<td>541</td>
<td>500</td>
<td>0.68</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707005.</td>
<td>Per Diem - Lodging</td>
<td>6,492</td>
<td>1,793</td>
<td>1,000</td>
<td>0.28</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707006.</td>
<td>Per Diem - Meals</td>
<td>1,777</td>
<td>263</td>
<td>50</td>
<td>0.15</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707007.</td>
<td>Registration Fees</td>
<td>2,770</td>
<td>505</td>
<td>175</td>
<td>0.18</td>
</tr>
<tr>
<td>1001.01.0102.1003.0000.601.707008.</td>
<td>Other Travel Charges</td>
<td>852</td>
<td>201</td>
<td>100</td>
<td>0.24</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td></td>
<td><strong>19,516</strong></td>
<td><strong>4,103</strong></td>
<td><strong>3,496</strong></td>
<td><strong>21.02%</strong></td>
</tr>
<tr>
<td><strong>Total District 3 Operations/Travel</strong></td>
<td></td>
<td><strong>31,654</strong></td>
<td><strong>7,438</strong></td>
<td><strong>12,298</strong></td>
<td><strong>23.50%</strong></td>
</tr>
<tr>
<td>1001.32.3202.5753.0000.614.505254.</td>
<td>Community Initiatives D #3</td>
<td>62,483</td>
<td>1,600</td>
<td>39,900</td>
<td>0.03</td>
</tr>
<tr>
<td><strong>Total District 3 Community Initiatives</strong></td>
<td></td>
<td><strong>62,483</strong></td>
<td><strong>1,600</strong></td>
<td><strong>39,900</strong></td>
<td><strong>2.6%</strong></td>
</tr>
</tbody>
</table>
### DISTRICT 4 SUMMARY THRU 11/30/2018 (42% of year)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY19 BUDGET</th>
<th>ACTUALS THRU 11/30/2018</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.0102.1004.0000.601.401002.</td>
<td>Temporary Wages</td>
<td>14,000</td>
<td>4,669</td>
<td>9,331</td>
<td>0.33</td>
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<tr>
<td>1001.01.0102.1004.0000.601.451001.</td>
<td>Employer Medicare</td>
<td>189</td>
<td>68</td>
<td>121</td>
<td>0.36</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.451002.</td>
<td>Employer SS</td>
<td>856</td>
<td>290</td>
<td>566</td>
<td>0.34</td>
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<tr>
<td>1001.01.0102.1004.0000.601.451040.</td>
<td>Worker's Comp</td>
<td>30</td>
<td>6</td>
<td>24</td>
<td>0.20</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.451042.</td>
<td>Unemployment Insurance</td>
<td>40</td>
<td>9</td>
<td>31</td>
<td>0.23</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.502001.</td>
<td>Office Supplies</td>
<td>2,500</td>
<td>1,642</td>
<td>858</td>
<td>0.66</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.502008.</td>
<td>Gas &amp; Oil</td>
<td>300</td>
<td>337</td>
<td>(37)</td>
<td>1.12</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>500</td>
<td>74</td>
<td>426</td>
<td>0.15</td>
</tr>
<tr>
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<td>Postage &amp; Freight</td>
<td>200</td>
<td>19</td>
<td>181</td>
<td>0.10</td>
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<tr>
<td>1001.01.0102.1004.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>200</td>
<td>-</td>
<td>200</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.502304</td>
<td>Subscriptions</td>
<td>1,200</td>
<td>-</td>
<td>1,200</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td></td>
<td><strong>20,015</strong></td>
<td><strong>7,114</strong></td>
<td><strong>12,901</strong></td>
<td><strong>35.54%</strong></td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707001.</td>
<td>Mileage</td>
<td>2,000</td>
<td>-</td>
<td>2,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707002.</td>
<td>Transportation</td>
<td>2,600</td>
<td>-</td>
<td>2,600</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707003.</td>
<td>Motor Pool Charges</td>
<td>1,700</td>
<td>330</td>
<td>1,370</td>
<td>0.19</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707004.</td>
<td>Vehicle Rental</td>
<td>1,139</td>
<td>-</td>
<td>1,139</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707005.</td>
<td>Per Diem - Lodging</td>
<td>5,200</td>
<td>310</td>
<td>4,890</td>
<td>0.06</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707006.</td>
<td>Per Diem - Meals</td>
<td>1,100</td>
<td>-</td>
<td>1,100</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1004.0000.601.707007.</td>
<td>Registration Fees</td>
<td>2,275</td>
<td>1,140</td>
<td>1,135</td>
<td>0.50</td>
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<tr>
<td>1001.01.0102.1004.0000.601.707008.</td>
<td>Other Travel Charges</td>
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<td>-</td>
<td>400</td>
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<tr>
<td><strong>Travel Total</strong></td>
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<td><strong>16,414</strong></td>
<td><strong>1,780</strong></td>
<td><strong>14,634</strong></td>
<td><strong>10.84%</strong></td>
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<tr>
<td><strong>Total District 4 Operations/Travel</strong></td>
<td></td>
<td><strong>36,429</strong></td>
<td><strong>8,894</strong></td>
<td><strong>27,535</strong></td>
<td><strong>24.41%</strong></td>
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<tr>
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<td>Community Initiatives D #4</td>
<td>31,163</td>
<td>8,900</td>
<td>22,263</td>
<td>0.29</td>
</tr>
<tr>
<td><strong>Total District 4 Community Initiatives</strong></td>
<td></td>
<td><strong>31,163</strong></td>
<td><strong>8,900</strong></td>
<td><strong>22,263</strong></td>
<td><strong>28.6%</strong></td>
</tr>
</tbody>
</table>
### DISTRICT 5 SUMMARY THRU 11/30/2018 (42% of year)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>FY19 BUDGET</th>
<th>ACTUALS THRU 11/30/2018</th>
<th>AVAILABLE BUDGET</th>
<th>% USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001.01.0102.1005.0000.601.401002.</td>
<td>Temporary Wages</td>
<td>2,000</td>
<td>1,820</td>
<td>180</td>
<td>0.91</td>
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<tr>
<td>1001.01.0102.1005.0000.601.451001.</td>
<td>Employer Medicare</td>
<td>100</td>
<td>26</td>
<td>74</td>
<td>0.26</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451002.</td>
<td>Employer SS</td>
<td>-</td>
<td>113</td>
<td>(113)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451040.</td>
<td>Worker's Comp</td>
<td>-</td>
<td>2</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.451042.</td>
<td>Unemployment Insurance</td>
<td>-</td>
<td>4</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502001.</td>
<td>Office Supplies</td>
<td>3,500</td>
<td>3,144</td>
<td>356</td>
<td>0.90</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502008.</td>
<td>Gas &amp; Oil</td>
<td>1,000</td>
<td>629</td>
<td>371</td>
<td>0.63</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502009.</td>
<td>Auto Parts &amp; Supplies</td>
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<td>650</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502018.</td>
<td>Food &amp; Beverages</td>
<td>1,500</td>
<td>1,156</td>
<td>344</td>
<td>0.77</td>
</tr>
<tr>
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<td>Postage &amp; Freight</td>
<td>100</td>
<td></td>
<td>100</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502302.</td>
<td>Recognition, Awards &amp; Events</td>
<td>2,100</td>
<td>2,000</td>
<td>100</td>
<td>0.95</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502403.</td>
<td>Memberships</td>
<td>150</td>
<td>150</td>
<td></td>
<td>1.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.502404.</td>
<td>Subscriptions</td>
<td>227</td>
<td></td>
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<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.503006.</td>
<td>Communication Services non1099</td>
<td>500</td>
<td>193</td>
<td>307</td>
<td>0.39</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.504004.</td>
<td>Mech Svs Labor</td>
<td>1,000</td>
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<td>1,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.504005.</td>
<td>Mech Svs Out Repairs</td>
<td>1,000</td>
<td></td>
<td>1,000</td>
<td>0.00</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.504007.</td>
<td>Vehicle Admin Fee</td>
<td>500</td>
<td>168</td>
<td>332</td>
<td>0.34</td>
</tr>
<tr>
<td><strong>Operations Total</strong></td>
<td><strong>14,327</strong></td>
<td><strong>9,405</strong></td>
<td><strong>4,922</strong></td>
<td><strong>65.64%</strong></td>
<td></td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707001.</td>
<td>Mileage</td>
<td>3,500</td>
<td>1,196</td>
<td>2,304</td>
<td>0.34</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707002.</td>
<td>Transportation</td>
<td>2,000</td>
<td>1,279</td>
<td>721</td>
<td>0.64</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707004.</td>
<td>Vehicle Rental</td>
<td>1,800</td>
<td>932</td>
<td>868</td>
<td>0.52</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707005.</td>
<td>Per Diem - Lodging</td>
<td>6,000</td>
<td>2,900</td>
<td>3,100</td>
<td>0.48</td>
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<tr>
<td>1001.01.0102.1005.0000.601.707006.</td>
<td>Per Diem - Meals</td>
<td>1,500</td>
<td>1,003</td>
<td>497</td>
<td>0.67</td>
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<tr>
<td>1001.01.0102.1005.0000.601.707007.</td>
<td>Registration Fees</td>
<td>1,354</td>
<td>1,215</td>
<td>139</td>
<td>0.90</td>
</tr>
<tr>
<td>1001.01.0102.1005.0000.601.707008.</td>
<td>Other Travel Charges</td>
<td>500</td>
<td>199</td>
<td>301</td>
<td>0.40</td>
</tr>
<tr>
<td><strong>Travel Total</strong></td>
<td><strong>16,654</strong></td>
<td><strong>8,724</strong></td>
<td><strong>7,930</strong></td>
<td><strong>52.4%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total District 5 Operations/Travel</strong></td>
<td><strong>30,981</strong></td>
<td><strong>18,129</strong></td>
<td><strong>12,852</strong></td>
<td><strong>58.52%</strong></td>
<td></td>
</tr>
<tr>
<td>1001.32.3202.5755.0000.614.505256.</td>
<td>Community Initiatives D #5</td>
<td>21,500</td>
<td>4,000</td>
<td>17,500</td>
<td>0.19</td>
</tr>
<tr>
<td><strong>Total District 5 Community Initiatives</strong></td>
<td><strong>21,500</strong></td>
<td><strong>4,000</strong></td>
<td><strong>17,500</strong></td>
<td><strong>18.6%</strong></td>
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## Organizational Culture

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<tr>
<th>Category</th>
<th>Investment Funds Approved</th>
<th>Measure of Success</th>
<th>Target Completion Date</th>
<th>CMO Team Lead</th>
<th>Staff Leads (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Transformational Leadership</td>
<td>$35,000</td>
<td>Greater engagement, trust and safety</td>
<td>On-going investment</td>
<td>Lucinda, Erika</td>
<td>Allie Stender</td>
</tr>
</tbody>
</table>

**Key Steps:** Make Transformational Leadership a part of the organization's everyday language. Become a learning organization, acknowledge that we are going to make mistakes. Maximize engagement. Meaningful work. Motivation of employees and connection with agency mission. Build team values and increase work satisfaction. Identify key milestones. Strategic versus tactical. Emphasis on delegating tactical work to employees and empowering other staff to make decisions and to bring initiatives forward. Policy discussions with BOS. TL is a key element under the umbrella of the Organizational Renewal process and will be developed to be concert with the other elements including diversity and inclusion and succession.

**Update:** The Transformational Leadership processes will be folded into the overall County Renewal/Planning Processes as a key element. We have identified several important leadership philosophies and approach including Implementation Leadership developed by the ACJI organization, which brings together many of the TL philosophies in use today. A board work session is scheduled for Organizational Renewal February 26, 2019.

| 2. Diversity and Inclusion | $20,000 | Attract and retain diverse workforce | 6/30/2019 | Implement Phase 1 | Lucinda & Erika | Allie Stender, Nadia |

**Key Steps:** Secure a consultant; Develop plan to conduct assessment of leadership, then expand; Create/strengthen policies to achieve diverse workforce; Connect with community stakeholders. Define how to staff the implementation and keep moving forward.

**Update:** Meeting with a potential consultant, Kelli McLoud-Schingen on November 1.
### ACTION PLAN Working DOC

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</tr>
</thead>
<tbody>
<tr>
<td>3. Law Enforcement Services</td>
<td>$720,000</td>
<td>Community engagement; reduction in crime</td>
<td>December 2018</td>
<td>Mike</td>
<td>Sheriff's Office</td>
</tr>
</tbody>
</table>

**Key Steps:** Fill 4 new Deputy positions. Purchase additional fleet replacements to provide backup in remote areas.

**Update:** Three of the positions have been hired and are in the process of academy followed by field training. The three positions are planned to be assigned to Flagstaff area patrol, with one of those stationed in Tuba City. The additional fleet replacements are in the process of being ordered. Anticipate delivery over the next few months and vehicles being put into service this winter.

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</tr>
</thead>
<tbody>
<tr>
<td>4. Law Enforcement Retention Plan</td>
<td>$2,500,000</td>
<td>Attraction and Retention of Sheriff Dept. Employees; Reduction in Turnover</td>
<td>Mike Sheriff Office, Finance, HR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Key Steps:** Through the Program, Individual Trust Investment Accounts with interest earnings will be established for newly hired eligible Deputies. Each account is set up in the newly hired Deputy’s name and will be front load funded with a lump sum of $20,000 upon hire and will earn investment interest as invested by the Coconino County Treasurer. Funds will be paid out according to an established vesting schedule over 10 years.

**Update:** The program was adopted by the board in June 2018. The accounting, administrative and payout procedures are being developed to support the program design adopted by the board. Staff have received copies of the documents used by the City of Flagstaff to contract with Housing Solutions for down payment assistance. The Board adopted the housing assistance portion of the program in December 2018. The first use of the housing assistance program was completed in December for a County Detention Officer.
**ACTION PLAN Working DOC**

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</tr>
</thead>
<tbody>
<tr>
<td>5. Base Salary Adjustment-</td>
<td>$548,000</td>
<td>Funds Dispersed to employees</td>
<td>7/1/2018</td>
<td>Mike</td>
<td>Erika</td>
</tr>
<tr>
<td>One Time Pay</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Key Steps:** Ongoing evaluation and future recommendations for FY20 salary adjustments and related strategies

**Update:** Considerations of additional salary options will be brought forward during the FY2020 budget process. Finance and HR staff met to discuss different ideas for further research in preparation for the budget process.

<table>
<thead>
<tr>
<th>6. Compensation and Retention; Pay for Performance Pilot; Revised Evaluations</th>
<th>$400,000</th>
<th>Recognize and motivate high performing teams or individuals</th>
<th>To be determined by 2/01/2019 if broader concept goes forward</th>
<th>Mike</th>
<th>Erika</th>
</tr>
</thead>
</table>

**Key Steps:** Team of Elected's and Directors assembled for planning process. Meetings and discussions held to determine best way to recognize successful performance; Tie to Strategic Plan process; Use Sarah's group to pilot some way to gather feedback.

**Update:** Initial discussions determined timing not right for pay for performance and the program is on pause. Performance evaluations were determined to be a key link in establishing expectations of high performance and have been revised with Elected Officials and appointed leadership input. Pay for Performance Committee met several times to consider and recommend a process for the BOS to consider regarding pay for performance. Recommendations and thoughts from the committee on the topics of pay for performance and performance evaluation tool effectiveness were discussed with the Board. The discussion will need to be brought back to the board.
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</thead>
<tbody>
<tr>
<td>7. Innovative Technology (may change name to Effective Work Processes or Effective Work Practices)</td>
<td>$500,000</td>
<td>Storage &amp; retrieval of docs; Security; Network equipment connectivity in Page and Williams</td>
<td>1/01/19</td>
<td>Jimmy &amp; Mike</td>
<td>Matt Fowler</td>
</tr>
</tbody>
</table>

**Key Steps:** Identify list of projects and status. Tech plan to include security, hardware, software. Staffing and succession plan needed. Mission-critical investments and efficiency investments. Need outcome measures across organization. Restructure and reorganization of department. May need tech consultants and additional support.

**Update:** The Information Technology Department has made a significant investment in the County's infrastructure through a prioritized purchase utilizing the initial budget allocation of $300,000 that is separate from this funding. Moving forward the IT staff will continue to prioritize additional necessary replacement/upgrade needs and provide recommendations for this $500,000. A specific need identified during the budget process was an upgrade to connectivity in the Page and Williams areas. The upgrades in the Page area were completed December 2018 and staff anticipate Williams will be completed in early February.

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### Additional Employment Enhancement Opportunities

| 8. Telecommuting and Flexible Schedules | $0 | Attraction and Retention of Staff; Healthy Workforce | Ongoing | Erika |

**Update:** Box added to the Personnel Action Form to indicate if an employee is on a telecommuting agreement for better statistical information and tracking. Telecommuting agreement was created in December of 2017. The telecommuting agreement will be revised in January after receiving feedback and questions. HR is developing training for supervisors who supervise telecommuting employees, with a planned roll out date of February.
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<tr>
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<th>Target Completion Date</th>
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</tr>
</thead>
<tbody>
<tr>
<td>9. Workforce Housing</td>
<td>$75,000</td>
<td>High quality employees are recruited and retained</td>
<td>By 10/2018 get basic contract with Housing Solutions in place</td>
<td>Mike</td>
<td>Norma and Erika</td>
</tr>
</tbody>
</table>

**Key Steps:** Set up meeting with potential housing partners; Set up program for employees, then expand to larger community; Include in recruitment and retention; Continue affordable housing discussions and be aware of need for flexibility; If the City of Flagstaff bond passes, funds could be leveraged; Explore redevelopment money availability; Consider use of 4 acres (infrastructure needed to develop, need cost estimates).

**Update:** The City ballot initiative on the November 6 election was not successful. The County does have a contract with with Housing Solutions for Law Enforcement and Detention Officers. Staff have also participated in the ECoNA workforce housing subcommittee discussions.

| 10. Parental Leave | $0                          | Lucinda/Eri        | Erika |

**Key Steps:** Possible creation of parental leave program to support regular employees in taking the time they need to bond with a child upon birth or adoption. HR recommendations to be explored.

**Update:** Discuss proposal with EO/LT and then bring forward proposal to the Board for discussion and direction scheduled for February 12, 2019.
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<tr>
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<th>Target Completion Date</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Justice and Human Services</td>
<td>$200,000</td>
<td>Healthy Community; Reduced interaction of mentally ill with CJ system</td>
<td>1/1/2019 need a plan/process in place before next budget cycle</td>
<td>Art</td>
<td>Mike, Marie Marie Peoples, Valerie, Matt Figueroa</td>
</tr>
</tbody>
</table>

**Key Steps:** Restructure/Reorganization of TCG (service provide for Title 36) Funding and commitments from NARBHA. Rally community stakeholders. Strategic process and engagement with CJCC Behavioral Health/Substance Abuse sub-committee; Continued efforts of Jail staff, BH, Municipal Courts, LE, in identifying mental health cases languishing in jail.

**Updates:** TGC now subsidiary of the NARBHA Institute; New BOD, New CEO. Marie Peoples and Matt Figueroa are drafting ideas for collaboration and/or pilot initiatives to positively create capacity to reduce the interactions of these vulnerable populations in the Justice system. There may also be opportunities through CDBG regional funding to target these areas.

| 12. Implement CJCC Strategic Plan | $200,000 | Continuous improvement of justice services | 10/01/18 | New DCM | CJCC Exec Comm |

**Key Steps:** Strategic Plan 2019-2021 Goals: 1.) Behavioral Health/Mental Health/Substance Abuse: 2.) Equity: 3.) Strategic Investment: 4.) Data Implement Action Steps.

**Update:** Plan and goals was agreed to by the Exec Committee. The intent is for the new Deputy County Manager to step in and continue the momentum and planning for implementation of the plan.
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>13. Collective Impact</td>
<td>$107,000</td>
<td>Impact next generation (how to measure?), tie to other CI issues</td>
<td>10/1/2018 Hire CI Officer and draft plan</td>
<td>New DCM</td>
<td>Sarah Douthit, Bryon Matsuda</td>
</tr>
</tbody>
</table>

**Key Steps:** Develop specific action plan and methodology for doing the work.

**Update:** CI Officer hired early in this fiscal year. The work of the group is expected to pick up after the new Deputy County Manager is on-board.

<table>
<thead>
<tr>
<th>14. Public Health Services</th>
<th>Approved funds?</th>
<th>Structurally balanced services and budget long term (align revenue and expenditures)</th>
<th>2/1/2019 Have options for budget identified</th>
<th>Mike T.</th>
<th>Marie, Mike O., Diana Abele</th>
</tr>
</thead>
</table>

**Key Steps:** Clarify issues; need to define the problem and funding gaps. Look at options for organization and funding; Develop detailed action plan with similar process to floods plan; PHSD to look at services provided and funding; Look at ties to behavioral health; Impact of mental health issues.

**Update:** Mike Townsend and Marie Peoples presented at a work session to the Board. Additional analysis and options will be included as part of the budget process.

## Community Sustainability and Partnerships

| 15. Education Investments and Partnerships | $500,000 | Improved educational outcomes | June 2019 Board decision | Mike | Risha VanderWey |

**Key Steps:** Plan for FY 20 for SRS by 1/2019; Kinder Camp (strategy for Collective Impact); Acknowledge supporters

**Update:** A draft presentation has been prepared and will be presented to the board at a future worksession.
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</tr>
</thead>
<tbody>
<tr>
<td>16. Forest Restoration Initiative (Flood Control District)</td>
<td>$137,500</td>
<td>Acres treated w/ Forest Restoration; Restore forest industry; Positively influence USFS practices</td>
<td>9/2018 FCD Plan</td>
<td>Lucinda</td>
<td>Jay Smith</td>
</tr>
</tbody>
</table>

**Key Steps:** Implement Forest Restoration Plan, tie to Flood Control District Plan; Legislative advocacy

**Update:** Lucinda participated in The Nature Conservancy's Strategic Analysis and Planning process for 4FRI. Jay lead presentation to the FCD Board regarding forest restoration and Board directed staff to develop detailed plans and cost/benefit analyses for potential investments identified during the work session. Meeting being held with Senator Kyl on October 26 to advocate for support for the County's Bill Williams Mtn proposal as well as the Farm Bill, which includes provisions on Good Neighbor Authority and export log restrictions. Farm Bill passed with Good Neighbor Authority to counties included, however the log export was not included. FCD is working on MOU with National Forest Foundation to get Bill Williams Mountain project moving forward. Jay and Lucinda met with Kaibab National Forest leadership and they are supportive of this mechanism. Jay is working on a team involving ERI, 4FRI members, Eastern AZ Counties and AZ Commerce Authority, to help streamline Forest industry development in AZ. Jay testified before the AZ Commerce Authority for the ACC to adopt a new policy statement that would direct the ACC to mandate 90 MW of bioenergy in AZ. The policy was accepted and a vote will likely be in March, 2019 by the commission. The industry cluster in the Williams area is seeing growth, Jay is working with several industry partners to assist them in establishing new businesses. The Camp Navajo industry cluster is currently delayed for further study on how heat signature and particulates will affect the mission of the Naval Observatory. The county was awarded a grant for having 240 sq. miles of area flown for LiDAR, which will assist in FCD management and Forest industry timber data.
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</thead>
<tbody>
<tr>
<td>17. Flood Control District</td>
<td>$20,000</td>
<td>Achieve legal compliance with flood statutes; Have buy-in from cities/towns; Fund priorities of the BOD.</td>
<td>6/2018 Set up new process to allocate funding to flood projects</td>
<td>Lucinda</td>
<td>C. Tressler, Mike Lopker, Jay Smith and Outside Counsel Roberta Livesay as well as CAO</td>
</tr>
</tbody>
</table>

**Key Steps:** Partnership and coordination with County Treasurer and Assessor to educate taxpayers re: FCD tax on notices this fall. Initiate FCD Strategic Priority process with BOD on Sept. 25; work sessions also scheduled for Oct. 9 & 16; Depending upon priorities set by BOD, goal may be to have RFP release by Nov. 1 and submission of proposals by 12/31/2018; Staff Review proposals by

**Update:** Staff met with cities and towns to review potential competitive grant program and potential direct allocation program. Deadline for submitting written comments is the end of this month. Staff will be back to FCD BOD on Nov. 27 to discuss these programs with the BOS.

| 18. Census 2020          | $75,000                   | Complete and accurate count of all residents in Coconino County for 2020 census. Maximize funding allocation related to accurate Census | 5/30/20                | Kim           | Sarah Dechter; City of Flagstaff; Sarah Benatar-Treasurer; Melissa Shaw-CD |

**Key Steps:** CCC formed jointly with County and City of Flagstaff; Coordinators for Census 2020 designated by City and County to ensure complete count of Coconino County.

**Update:** The Community Census Team continues to meet monthly. Current efforts are focused on the Participant Statistical Areas Program (PSAP). An update to the Board and Council was provided at the December 3rd Joint Meeting. PSAP to begin 1/2019 and will conclude with 120 day deadline. Soliciting involvement of transportation planning community and housing and will be issuing a call for other interested parties. Future open houses to be planned. Continued efforts to support recruitment for Census 2020 hiring.
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<tbody>
<tr>
<td>19. Animal Shelter/2nd Chance Facility</td>
<td>$165,000</td>
<td>21st century animal shelter utilizing gifted facility with sustainable funding contributions from County, City, and contracted agency.</td>
<td>12/30/18</td>
<td>Kim</td>
<td>Mike O, Amy Young, Sue B.</td>
</tr>
</tbody>
</table>

**Key Steps:** Agency interviews conducted 7/31/18; Recommendation to BOS and COF 8/21-10/30; 10/3/18 Recommendation and Action by BOS and COF for award of RFP and Contract, Deed Transfer, IGA with City; Planned facility opening with new vendor, 1/1/19

**Update:** High Country Humane opened for business to the County and City on December 28, 2018. Will open to the general public on January 2, 2019. Several repairs to the mobile home were necessary to bring it up to living standards. The Facilities Dept. has taken care of most of the repairs and are working with applicable contractors for the remainder. Financial reconciliation is being completed by Facilities and Animal Management to include the additional repairs and adjustments to FY budget to account for negotiated contract. Budget adjustment agenda item will be forthcoming likely in February. Still awaiting tax resolution in order to complete title transfer.

| 20. Capital funding | $315,123 | Approved investment | 6/01/19 | Mike | Budget staff |

**Key Steps:** The Board included one-time funding in the adopted budget to consider opportunities throughout the fiscal year for possible investments. Examples discussed during budget wrap-up included turf replacement at Peak View Park, Capital facility needs and Open Space purchases.

**Updates:** Finance staff are working with Facilities in analyzing costs for preferred options that will be discussed with the County's Financial Advisors RBC Capital Markets.
STRATEGIC INVESTMENTS

ORGANIZATIONAL CULTURE

- Transformational Leadership
- Diversity and Inclusion
- Compensation
- Additional Employment Enhancement Opportunities
- Improving Law Enforcement Services in Our Communities
- Law Enforcement Retention Plan

JUSTICE AND HUMAN SERVICES

- Behavioral Health/Substance Abuse Initiative
- Implement CJCC Strategic Plan
- Collective Impact
- Public Health Services District Financial Stability

ECONOMIC DEVELOPMENT

- Education Investments and Partnerships
- Forest Restoration Initiative (Flood Control District)
- Flood Control Allocation Process
- Census 2020
- Innovative Technology
- Capital Funding
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Presentation, discussion and possible direction regarding Forest Restoration Proposed Investment Plan for Fiscal Year 2020.

BACKGROUND:

In 2016, the Coconino County Flood Control District Board of Directors (Board of Supervisors serve at FCD BOD) determined that catastrophic wildfire and post-wildfire flooding to be the number one public safety risk in the County. The FEMA-funded Post-Wildfire Debris-Flow & Flooding Assessment provided the technical analysis for the Board of Directors to demonstrate the public safety threat and to show the benefit from setting forest restoration as the top priority for the Coconino County Flood Control District.

To support addressing the need to address forest restoration, the Board authorized the hiring of a Forest Restoration Director in 2018. The Forest Restoration Director position was placed in the Flood Control District as forest restoration activities in those identified critical watersheds are crucial to reducing risk to not only public safety but the financial solvency of the District and the County.

Current Status of Forest Restoration

The Coconino and Kaibab National Forests, State Forest Lands, City and County Lands are all actively engaged in collaborative, landscape-scale restoration activities designed to restore fire-adapted ecosystems common to Northern Arizona forests. The overall goals of these initiatives are to restore structure, pattern, composition, and health of fire-adapted ponderosa pine ecosystems, reduce fuels and the risk of unnaturally severe wildfires, and provide for wildlife and plant diversity. However, forest restoration activities continue to move forward at a slower than desired pace due to both a low level of financial investment and a lack of industry in the area to consume woody materials from the forest.

Currently the Four Forest Restoration Initiative (4FRI), Phase 1 contract, has only completed 11,000 acres of the 300,000 acres, with just over three years left on their contract. The Phase 2 RFP is scheduled to be released by in February 2019 and could include another 500,000 acres across the entire 4FRI footprint in one large contract or multiple smaller contracts.
The Flagstaff Watershed Protection Project (FWPP) has completed thinning on 4,557 acres with another 637 acres currently in progress. In 2018, 926 acres of steep slope was recently awarded within the FWPP footprint. The contractor for the steep slope ground-based contract has begun cutting and the helicopter contractor will begin operations in January.

The Nature Conservancy continues operations on contracts north of Flagstaff and near Bill Williams Mountain in Williams. There is one sawmill operating east of Williams and NewLife Forest Products has purchased a sawmill and say they will be operating by early 2019. One other local forest industry company has purchased land in that same general area with the desire to build and run a sawmill.

Forest Restoration Proposed Investment Plan

The Forest Restoration Director and Flood Control District Administrator propose the following investments for Fiscal Year 2020:

- **Bill Williams Mountain (BWM)** – Coconino County submitted a proposal to enter into a 5-7-year pilot project, in partnership with the Kaibab National Forest and the National Forest Foundation (NFF), for funding restoration activities on the steep slopes of Bill Williams Mountain. These steep slopes, which contain timber in poor condition that can result in a high severity wildfire resulting in severe post-wildfire flooding impacts to the City of Williams. The proposed Forest Restoration Investment Plan calls for the FCD investing $1,000,000 in FY2020 through a MOU between the District and NFF. The District funds would be invested in NFF’s Northern Arizona Forest Fund and dedicated to the Bill Williams Mtn Restoration Project. NFF has already secured about $1.4 million and the District and County are also preparing to communicate with other entities such as Xanterra and Verizon, which have significant facilities at risk from wildfire and flooding in this area. NFF is a non-profit organization and as such contributions by these types of corporations or individuals are tax deductible. Furthermore, the NFF already has a “Challenge Cost Share” agreement with the Kaibab National Forest, which will facilitate restoration without significant contractual processes. Another benefit from working with the NFF is their ability to secure grants – for example, NFF just secured a $300,000 grant from the Arizona Department of Water Resources. The Forest Restoration Director will work with NFF and USFS personnel in setting a detailed restoration plan, management priorities and maintenance of forest restoration activities on BWM if the Board of Directors elects to move forward with this proposal.

- **Flagstaff Watershed Protection Project (FWPP)** – The City of Flagstaff announced earlier this year that they will have a significant deficit and will not be able to complete the entire project without additional funding apart from their $10 million bond funds. Currently, they only have enough funds to complete 65% of the acres. The City has requested funding from the County to with completing forest restoration on Mormon Mountain. A wildfire on Mormon Mountain would impact Upper Lake Mary, which is a major source of water for Flagstaff and County residents who haul water.

To ensure the FCD funds are influencing post-wildfire flooding with significant impacts, the Forest Restoration Director and Flood Control District recommend that the District invest first in conducting LiDAR flight of the Mormon Mountain landscape. With this information, a post-wildfire analysis can be completed, which will identify the types and extent of the impacts of post-wildfire flooding. The District has secured a US Geological grant to pay for a significant amount of the LiDAR flight and data analysis. The data secured from this flight not only
supports the post-wildfire analysis but allow supports developing details forest thinning prescriptions.

In addition to funding the evaluation of post-wildfire flooding on Mormon Mountain, staff also proposes that the District assist with funding a fire wood program with the small diameter timber from the FWPP project. FWPP plans to store the timber from the Dry Lakes forest restoration operations within the Schultz Fire burn area. The logs would then be transported to several Navajo Nation Chapter Houses where the logs will be cut into firewood, which will support heating homes. Staff proposes to invest $25,000 in transport costs.

- Post-wildfire flooding and debris flow impact study for Oak Creek, Sedona and Munds Park. This study will identify the watershed acres that contribute the most impact to residents and businesses in these areas. The post-wildfire analysis results will be combined with estimated costs per acre to create an impactful restoration investment strategy.

- Utilizing innovative technologies to assist in forest restoration activities. One key technology is the use of Air Curtain Burners to consume woody biomass that currently has little to no value and presents a financial burden on contractors to remove from the forest. Staff recommends that the District invest in two air curtain burners, which totals $320,000. These machines will be used to support the restoration of Bill Williams Mountain and FWPP as well as other future restoration projects.

**PURPOSE OF THE PRESENTATION:**

This work session provides a proposed Forest Restoration Investment Strategy for the FY2020 budget

**ALTERNATIVES:**

The following alternatives are available to the Board of Supervisors:

- Participation in the discussion outlined above.
- Cancel or reschedule the presentation.

**FISCAL IMPACT:**

There is no direct fiscal impact from this work session, however the discussion will the direction provided by the Board of Directors includes potential major investments in Forest Restoration in FY202. These investments are critical to reducing the significant economic impacts resulting from post-wildfire flooding, which would also be detrimental to the fiscal viability of the County and the District if catastrophic wildfire and post-wildfire flooding occurred in critical watersheds within the County. Ultimately, the District Board will set the budget for FY2020 during the annual budget process.

**ATTACHMENTS:**

1 – Staff Report
2 - Presentation
Forest Restoration

Proposed Plan

Flood Control District

Board of Directors

January 8, 2019
Forest Restoration

October 23 Board of Directors Session

- Forest restoration confirmed as top priority for Board of Directors
- Catastrophic wildfire and post-wildfire flooding remains the greatest public safety threat
Forest Restoration

Priorities

• Bill Williams Mountain
• FWPP – Mormon Mtn
  o LiDAR
  o Post-Wildfire Flooding Analysis
• Post Wildfire Analysis for Oak Creek/Sedona/Munds Park
• Air Curtain Burners
Bill Williams Mountain
Bill Williams Mountain

Potential Impact:
$379 to $694 million economic impact to region due to post-wildfire flooding

Immediate Need:
To treat up to 2,500 acres of steep slopes on the mountain with helicopter, ground-based steep slope equipment or hand thinning
Bill Williams Mountain

- Acres are “shovel ready”
- Sale layout is being planned now in conjunction with USFS and National Forest Foundation (NFF)
- NFF currently has $1.39 million to invest in the project
- County Forest Restoration Director is working with USFS and NFF to prepare a detailed restoration plan to prioritize acres
Bill Williams Mountain Restoration Project
Operability Map
Williams Ranger District
Kaibab National Forest

Legend
- Project Roads
- Bill Williams Mnt. Project Boundary (17,886 Acres)
- Logging Operability Zones (15,142 Acres)
  - 21: Conventional (9741 Acres)
  - 52: Mixed Conventional (672 Acres)
  - 53: Adverse Forecaster (65 Acres)
  - 24: Edge Zone with Forecaster Merging Skid (152 Acres)
  - 25: Skidline Yielding (346 Acres)
  - 26: Mixed Conventional (1403 Acres)
  - 27: Helicopter (468 Acres)

Datum: NAD83
March 14, 2011

Map 1
Bill Williams Mountain
Bill Williams Mountain

- Coconino County would sign MOU with National Forest Foundation (NFF)
  - NFF’s agreement with Kaibab National Forest
  - Northern AZ Forest Fund
  - NFF successful to date
  - Fundraising Alignment
  - County funds used for matching grant funding
  - Allows USFS to sell merchantable timber from Service Contracts operated by NFF
Bill Williams Mountain

- Estimated cost of steep slope – ground-based logging (Ponsse) is $5,000/ac and helicopter logging is $8,500/ac
- Maintenance plan involves introducing prescribed fire onto the mountain within 3-5 years of treatment
- Seek partners to contribute funding e.g. SRP, Xanterra, Verizon, Comcast, etc.
- Coconino County Flood Control District funds recommended to support treating the proposed 400 acres of steep slope in FY 2019 is $1 million
- Increase of steep slope treatment funding in FY2021 based on available acres
FLOOD CONTROL DISTRICT

Ponsse Tethered Winch Assist
Flagstaff Watershed Protection Project
FWPP - Mormon Mountain
In 2012, 74% of Flagstaff voters approved the Flagstaff Watershed Protection Project (FWPP). The $10M bond project was to be utilized to reduce the threat of catastrophic wildfire and post-fire flooding in two key city watersheds: Rio de Flag/Dry Lake Hills and Mormon Mountain/Upper Lake Mary.

- Thinning completed on 4,512 acres and 1,014 acres are in progress; 926 acres of steep slope was recently awarded within the FWPP footprint.
- Elden Base timber sale is complete; Steep slope ground-based contract has begun and helicopter is planned to begin in January, 2019.
FWPP - Progress

- Observatory Mesa/State Land/County
  - 3,036 acres thinned

- Phase 1 – Dry Lake Hills
  - Elden Base & hand thin complete – 772 ac.
  - Other Hand Thinning – 295 ac. completed

- Phase 2 – Dry Lake Hills
  - Steep Slope Ground Base – Cut 40 ac.
  - Steep Slope Helicopter – Start Jan. 6th
  - Hand Thinning – 200 ac. completed
  - Orion Task Order – 350 ac. completed

- Phase 3 – Mormon Mountain
  - $8.75 million shortfall (4,000 acres)
  - LiDAR scheduled for Spring 2019
  - Post Wildfire Flooding Analysis – FY2020
FWPP - Mormon Mountain

County Investment Strategy

- LiDAR of Mormon Mountain and surrounding developed area this Spring, FY2019 (~$40,000)
- Post Wildfire Flooding Analysis - FY2020 (~$50,000)
- Analysis will help determine, through scientific data, the level and types of impacts to Upper Lake Mary and the specific steep slope acres contributing to those impacts (nexus to FCD)
- Potential steep slope restoration work implementation FY2021
Coconino County submitted a proposal for a USGS BAA 3DEP LiDAR grant

In collaboration with the USFS’s LiDAR contractor, we were able to get the cost reduced to $231.61/Sq. Mile

Kaibab and Coconino National Forests funding for additional coverage
LiDAR

- Proposed 240 sq. miles of coverage at a total cost of $55,586.40, of which Coconino County would be responsible for $37,000 (budgeted $75,000)
- Area to be covered would include Mormon Mountain and Munds Park and Upper Oak Creek Watersheds
Post Wildfire Impact Studies for Oak Creek, Sedona and Munds Park
Post Wildfire Impact Studies for Oak Creek, Sedona and Munds Park

- Determine the flood impacts of post-wildfire flooding on Sedona and Munds Park (including Oak Creek Canyon)
- Identify critical watersheds and where forest restoration treatments can have largest impacts
- J.E. Fuller estimates $100,000 for detailed analysis
Detailed Analysis Includes:

- Forensic analysis of post-wildfire flood events in Oak Creek Canyon form Brins and Slide Fires
- Post-fire flood analysis:
  - The entire watershed
  - West Fork watershed
  - Pumphouse watershed
  - Munds watershed
- Grid based, forest treatment prioritization analysis for the watersheds
The primary objective of an air curtain machine is to reduce particulate matter (PM), or smoke, which results from burning clean wood waste.

Use of an air curtain burner reduces restoration costs & reduces threat of wildfire when piles remain in forests for years (as well as bug infestations).

Other interested parties include: National Forest Foundation, USFS, DFFM, Camp Navajo and APS.
Air Curtain Burners

Forest Restoration Director continues to investigate which machine(s) will be most efficient for use in forest restoration activities in Coconino County.
Proposed FY 2020 Forest Restoration Capital Investments

- Bill Williams Mountain: $1,000,000
- Flagstaff Watershed Protection Project: $75,000
- Post-Wildfire Analysis OC/Sed/MPark: $100,000
- Air Curtain Burners (2): $320,000

TOTAL: $1,495,000
Questions
Discussion
Direction
DATE: January 2, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position on contracts that are subject of negotiations. Parks and Recreation

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

Background will be provided to the Board during executive session so the Board may consult with attorneys to discuss the purchase, sale or lease of real property and contract negotiations.